

2020/2023

NATIONAL COLLECTIVE AGREEMENT

For the IT Workers' Collective Agreement between

Dansk Erhverv Arbejdsgiver and

HK Privat

Translation - not legally binding. In case of uncertainties in the translation, the Danish original version will take precedence.

DANSK  
ERHVERV

Danish Chamber of Commerce

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## Preface

Denmark must be a world champion in business understanding, intercultural competence, innovation management and learning. We therefore need to arm ourselves to develop our workplaces and enterprises, right from the concept stage, market research and technological development, through design and production, to logistics, sales and service. We have to live by our global insight and ability to take new knowledge and technology from all over the world and give it a user-friendly design, everything we understand to be good business acumen and user-driven innovation.

If the Danish IT industry is to arm itself for this development, there needs to be a flexible labour market with good management, motivated employees and competitive enterprises that create jobs and value for owners, employees and society alike.

The Danish tradition of employees and employers largely setting their own rules is a key factor in the Danish labour market being able to retain its flexibility and efficiency for the benefit of both parties.

With this collective agreement, HK/Privat and Dansk Erhverv Arbejdsgiver wish to support continued favourable economic development based on a flexible and competitive labour market with the best possible working conditions for employees. The collective agreement is the first of its kind in the IT sector, where it sets a new, innovative standard.

## Section 1. Scope of the IT workers' collective agreement

1. This collective agreement covers IT enterprises, including media, telecommunications and support enterprises, whose primary business area is in IT sales, development and/or operation within the IT sector.

2. The IT sector comprises those functions in which the employee specialises in working with IT.

The following examples can be given of job descriptions in the sector:

- a. Entering data directly on IT systems via a terminal.
  - b. Operating IT systems, servers and their peripherals.
  - c. Monitoring IT systems, servers, Internet and networks, securing production, including making backups, responsibility for the appropriate operation and utilisation of IT production equipment.
  - d. Operation planning, production and data control.
  - e. Design and analysis, programming, implementation, troubleshooting and software/Internet documentation.
  - f. Installing, customising and implementing third-party software, including working on operating systems.
  - g. Project management, project definition and project implementation.
  - h. Advice, hotline and user service in connection with the use of IT.
  - i. Data library work, Internet, web, multimedia and database administration.
  - j. Working on and responsibility for IT security and IT security implementation.
3. Employees who work for enterprises whose primary business area comes under subsection (1) and falls within the occupational scope of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service

entered into between Dansk Erhverv Arbejdsgiver and HK/Privat and HK HANDEL are also covered exclusively by this IT Workers' Collective Agreement.

4. Salaried employees who occupy executive posts, or whose authority binds the enterprise to a large extent, or whose duties, owing to their very confidential nature, make them the enterprise's representatives, do not, however, fall within the scope of the collective agreement.

## Section 2. Working hours

1. The normal weekly effective working time is up to 37 hours.
2. The working hours are set locally at the individual enterprise taking into consideration the interests of the employee and the enterprise.
3. The working hours of both full-time and part-time employees can be arranged using variable weekly working hours within a period not exceeding 26 weeks. If the working hours for the period are planned in such a way that they exceed 45 hours per week in one or more of these weeks, hours in excess of 45 hours should be paid with an overtime supplement, cf. section 4, even if the average weekly working hours for the period have not been exceeded.

All hours up to 37 hours in the individual week, cf. subsection (1), or as an average for a period, cf. paragraph 1 of the current provision, are paid for both full-time and part-time employees at the normal wage.

4. The average weekly working hours calculated over a 26-week period may not exceed 48 hours including overtime work, cf. EU Directive 93/104/EC of 23 November 1993 concerning certain aspects of the organisation of working time.
5. For on-call shifts, telephone answering shifts and work in continuous operation, negotiations shall be opened locally on shift plans and payment rules. Where agreement cannot be reached, either party can request that the parties be involved.

Please also refer to the Agreement on on-call shifts.

6. Employees must have an aggregate break of at least 30 minutes per day, unless otherwise agreed. The total break time per day may not exceed one hour. On days where the working hours end before 14:00, it may be agreed between the parties that breaks will not be taken.
7. The provisions do not prevent flexitime schemes being agreed.
8. The employee is entitled to a day off with pay on either 24 December or 31 December, as chosen by the enterprise. Furthermore, the employee is entitled to time off with pay on Constitution Day.

Employees who work on a day off, and who are not employed on a function-based pay basis, are paid normal overtime pay, unless the day off falls on a Sunday. In the latter case, overtime is paid at a rate of 100 per cent.

The enterprise and employee may agree to another day off being granted.

9. The enterprise or employees can each request negotiation of the rules concerning working hours with a view to concluding a local agreement on working hours as a supplement to the rules in this collective agreement. Both the enterprise and the employees can ask for the parties to be involved. If agreement is not reached in these negotiations, the general rules on working hours in this provision will apply.

## Section 3. Fixed part-time employment

1. Part-time employees are graded according to the same rules as full-time employees, and their wages are calculated using the ratio between the individual's weekly working hours and the applicable normal weekly working hours of the enterprise or the department.
2. When a full-time employee continues to work at the enterprise as a part-time employee, their pay is calculated as indicated above, but in relation to the individual's previous pay.
3. The normal working hours (duration and timing) are agreed in each individual case for part-time employees when they are first employed. Any change to these normal working hours may be made only by giving notice as provided for in the Danish Salaried Employees Act, though for non-salaried employees by notice, cf. section 9(2). In exceptional cases, it may however be agreed that part-time employees will take on extra work and overtime.
4. Weekday holidays are paid in cases where these fall within the dates of employment that have been agreed.
5. If a part-time employee works in excess of the agreed working hours, such additional hours are paid at the individual's normal hourly rate, though such that, for part-time employees who are covered by working hours planning over 26 weeks, time worked in excess of 45 hours per week should be paid with an overtime supplement, cf. section 4, even if the average standard weekly working hours for the period have not been exceeded, cf. section 2(3).
6. Extra hours worked by part-time employees are pensionable.
7. Part-time employees who work eight hours per week or less are not covered by the Danish Salaried Employees Act.

## Section 4. Overtime work

The parties agree that overtime can be a special problem in the IT sector and therefore recommend that overtime should be limited as much as possible, with due consideration for the needs of the enterprise, and that time should be taken off in lieu of overtime worked wherever possible.

Overtime is only paid when the work is done on the orders of the employer or its representative at the workplace.

Where possible, notice of overtime work shall be given no later than the preceding day. For overtime work of which notice was given, but no part was actually done, and where notice of this change was given less than four hours before the overtime work was due to have started, 1 hourly rate + 50 per cent is paid.

### 1. Payment

- A. The rate for overtime work for which supplements can be claimed, cf. sections 2 and 3, is calculated at the hourly rate + 50 per cent for the first three overtime hours. Thereafter, and for all overtime worked on Sundays and weekday holidays, it is calculated at the hourly rate + 100 per cent.

Overtime work done between 00:00 and 06:00 is paid at the hourly rate + 100 per cent.

The calculation is based on half hours.

The payment is calculated from the time at which the overtime work began.

- B. If the employee is called in to work overtime without prior notice, after leaving work at the end of normal working hours, the overtime supplement shall be 100 per cent.
- C. The hourly rate shall be calculated as the relevant employee's total monthly wage divided by 160.33.



## 2. Time off in lieu

- A. Time off in lieu of overtime may be agreed, such that 50 per cent hours are exchanged for 1.5 hours off and 100 per cent hours are exchanged for 2 hours off for every hour of overtime worked.
- B. The timing of the time off in lieu shall be agreed between the enterprise and the individual employee, normally with one week's notice. The time off in lieu shall where possible be granted as full or half days off and taken within two months of working the overtime.
- C. If the employee has reported sick to the enterprise before the start of the normal working hours on the day on which they were due to take agreed time off in lieu, the illness shall be considered to be an impediment to taking the time off in lieu. If the employee has planned several days of time off in lieu, the time off in lieu impediment will also apply to illness on any subsequent day off in lieu.

## Section 5. Pay

### 1. Determination of pay

- A. Pay shall be agreed directly between the enterprise and the employee in each individual case. Wage levels, including any agreements on function-based pay, shall be reviewed and adjusted where necessary at least once a year on an individual basis. The parties recommend that the enterprise should set a date for the annual pay reviews, including when any pay adjustment will be calculated from. The parties recommend that the special requirements of the IT sector should be taken into account when personal pay is negotiated.
- B. The pay should reflect the employee's performance, qualifications, ability, flexibility, work at specific times, the content and responsibilities of the post, as well as any training, and whether an agreement has been entered into on function-based pay, cf. section 5(1) point f.
- C. Pay systems may be introduced in the individual enterprise with the aim of enhancing the enterprise's competitiveness and development and also employee development.
- D. An employee is entitled to request negotiations with the enterprise where the pay differs significantly from the starting level for comparable groups of employees at the enterprise or comparable enterprises within the sector.

Where the pay determined for the individual employee is in obvious conflict with the condition set out in subsection (1), point b, either party may request negotiations involving both organisations.

- E. Where disparities are considered to be present in the area as a whole, the parties have a right to institute proceedings according to the rules in effect at any given time for the handling of industrial disputes, cf. rules below on the bargaining committee.
- F. When setting wage levels, agreements may be concluded on function-based pay, taking due account of the principles set out in subsection (1), point b. Such an agreement may stipulate that the pay should also include payment for overtime work and any other inconvenience, with the effect that no overtime payments are made, cf. section 4.

If the assumptions in the basis of the agreement change, discussions shall take place between the enterprise and the employee.

Any disagreements on wage levels for individuals for whom function-based pay has been agreed may be brought before a bargaining committee, if it is clear that there is a significant disparity between the pay and the overall content of the post, cf. subsection (1), point b.

The bargaining committee shall be made up of two representatives of each of the parties, with a view to preventing function-based pay resulting in a large number of cases.

If a majority of the members of the bargaining committee cannot agree upon a given case, the committee shall be extended to include an impartial arbitrator appointed jointly by the parties. In the event of continued disagreement, the decision of the arbitrator shall be final.

When the committee is extended, the general practice relating to industrial arbitration shall apply, with adjustments as required by the nature of the case.

The arbitrator shall however decide, after a concrete assessment of the individual case, upon the level and allocation of the costs of the case, and may impose fines for unnecessary recourse to the committee.

Finally, the arbitrator may rule that a specific case should be decided by a written procedure.

**G.** Personal pay shall be negotiated and determined on the principles laid down in the Danish Equal Pay Act.

**H.** The parties have discussed the local wage formation. The wage increases that, for example, result from any increases in the free-choice account, can be included in connection with the individual pay review.

## **2. Free-choice account**

### **A. INTRODUCTION**

To address individual wishes for a choice between time off, pension or pay, the individual employee shall be given their own free-choice account.

### **B. DEPOSITS**

5.0 per cent of the holiday entitlement pay shall be deposited in the free-choice account.

As of 1 March 2021, 6.0 per cent of the holiday entitlement pay shall be deposited in the free-choice account.

As of 1 March 2022, 7.0 per cent of the holiday entitlement pay shall be deposited in the free-choice account.

### **C. SPECIAL HOLIDAY DAYS AND PENSION**

#### *Transitional arrangement*

Employees who, as per 1 May 2020, have accrued special holiday entitlement, may choose by means of written notification to the enterprise in the month of March whether to convert one or more special holiday days in the period 1 May 2020 – 31 August 2021 to a deposit in the free-choice account rather than taking them as a holiday. For special holiday days granted for the period 1 May 2020 - 31 August 2021; a total of 6.67 extra days, it applies that an extra day can be converted to 0.375 per cent. of the holiday pay in the period 1 May 2020 - 31 August 2021. If all 6.67 special holiday days are converted to a deposit in the free-choice account, 2.5 per cent will thus be paid on an ongoing basis in the period 1 May 2020 - 31 August 2021.

*The above section on transitional arrangement is to be deleted as per. 1 September 2020 and replaced with the following section:*

Employees who, as per 1 September, have accrued special holiday entitlement, may choose by means of written notification to the enterprise in the month of May (from 2021) to convert one or more of the special holiday days in the next holiday year to a deposit in the free-choice account rather than taking them as holiday. A special holiday day can be converted into 0.5 per cent of the holiday entitlement pay. If all five special holiday days are converted to a deposit in the free-choice account, 2.5 per cent will thus be paid on an ongoing basis within the holiday year.

All savings deposits placed in the free-choice account contain holiday pay as well as holiday allowance, even though it is paid as wages.

Employees who are entitled to an occupational pension under the rules of the collective agreement when making their decision can inform the enterprise each year in May (from 2021) that all or part of the savings deposit to the free-choice account is to be paid into the pension scheme in the next holiday year (1 September – 31 August). For 2020, the decision will be made in March and applies to the period 1 May 2020 to 31 August 2021.

The enterprise may set minimum limits for the deposit of monthly pension contributions of DKK 75. If the amount per month is less than this minimum contribution the enterprise may decide to combine the contributions for two months.

The deposit of extra pension contributions does not trigger an employer's contribution for the deposit.

#### **D. PAYOUT**

Employees can opt to redeem an amount from their free-choice account via their wage payment by way of time off, e.g. holiday, special holiday days, time off for dependants or days off and children's second full day of illness under the collective agreement, but no more than twice a year.

From 1 May 2020, the above also applies to doctor visits in connection with children's illness

The employee shall notify the enterprise when a payout transaction is to be made from the account. Notice shall be given no later than the 10th of the month in which the payout is to take place. It is the employee who decides the size of the payout, but amounts larger than the current balance cannot be paid out.

For employees that take days off for senior employees in accordance with the rules on this, cf. Agreement on retirement scheme, the balance on the free-choice account will be reduced by the wages paid out plus any holiday allowance/holiday pay.

#### **E. OPTION FOR ONGOING PAYOUT**

If the employee does not make use of his or her full free-choice account in connection with his or her choice before 1 June (in 2020: 1 April) cf. above, the enterprise can pay out the remaining contribution on an ongoing basis together with the employee's wages. A prerequisite of payment is that the enterprise can verify that the employee has been encouraged to make a decision.

The parties to the agreement encourage the enterprises to take the initiative in informing employees about the opportunities associated with the free-choice account, and for the purposes of supporting this practice, information material prepared by the parties to the agreement is provided.

The enterprise may enter into a local agreement with the local union representative that up to the full contribution to the free-choice account, cf. section 5(2), second paragraph ("DEPOSITS"), is paid on an ongoing basis together with wages. If there is no local union representative, the local agreement is entered into with the local HK department. For groups and enterprises with several locations, an agreement may only be entered into with HK PRIVAT.

As an individual employment condition, the enterprise cannot stipulate that there must be ongoing payment.

#### **F. REMAINING FUNDS IN THE FREE-CHOICE ACCOUNT**

If the free-choice account shows a surplus at the end of the holiday period (in 2020: the end of the holiday year), this amount will be carried over for payment in the subsequent holiday period.

When the employee leaves, the free-choice account is calculated, and any surplus is paid out together with the last wage payment from the enterprise.

### 3. Calculation of pay for incomplete months

- A. When the pay for individual days is to be calculated for a person who has joined or left the enterprise in the course of the month or has taken holiday or unpaid leave, it shall be calculated as the monthly wage minus 4.8 per cent for each day the relevant employee was not at work.
- B. Payment shall be made for Saturdays off and weekday holidays that fall within the work period.
- C. The parties agree that section 5(3), point a does not imply that deductions should be made when an employee on function-based pay has compensatory leave as part of the agreement on function-based pay.

## Section 6. Pension

### 1. Pension rates

- A. The total pension contribution will be 12 per cent of taxable earnings (*A-skat*), cf. subsection (2).
- B. The enterprise's contribution represents 2/3 and the employee's contribution 1/3.

Enterprise	8.0 per cent
Employee	4.0 per cent
Total	12.0 per cent

### 2. Basis for calculation

The following elements are included in the basis for calculating pension contributions:

- Pay from employer during adult education
- Holiday pay for monthly-paid workers and those similar to salaried workers
- Holiday pay for hourly-paid workers
- Shift allowance
- Free-choice account
- Bonuses (although not birthday or anniversary bonuses, etc.)
- Pay during maternity leave
- Monthly pay (including personal supplements)
- Profit sharing, paid in cash
- Extra work and overtime work
- Performance-related pay, commission and bonus
- Sick pay paid by the employer
- Sickness holiday pay
- Hourly pay
- Holiday allowance

### 3. Conditions of entitlement to a pension

All employees shall have a pension scheme in place once the following conditions have been met:

The scheme covers employees who have reached the age of 18.

However, the age requirement for trainees is 20 years.

The employee must have been employed continuously for three months at one or more enterprises covered by the collective agreement. This length-of-service requirement is set aside in cases where the employee was already covered by an occupational pension scheme based on a collective agreement when they were hired.

For employees who fulfil the aforementioned conditions, it is also the case that other conditions agreed between the parties in order to achieve risk coverage and receive insurance benefits must be met.

For employees who have reached retirement age and where it is not possible to pay premiums for risk insurance, the full pension contribution goes to the old-age pension.

For employees who receive old-age pension benefits but are still active on the labour market and fulfil the conditions for entitlement to the pension scheme, the enterprise's pension contributions go to an annuity/early old-age pension without insurance elements. The enterprise and the employee can enter into an agreement on the enterprise's contribution being paid as an allowance not giving entitlement to holiday which is paid out annually together with the holiday allowance stipulated in the Danish Holiday Act. When the employee leaves, this will be paid together with the final wage payment.

Where it has been agreed between the enterprise and the employee that the enterprise contribution is to be paid together with the holiday allowance, the enterprise can instead choose to pay its pension contribution on an ongoing basis from 1 May 2020, with the wage payment as an allowance not giving entitlement to holiday.

#### **Amendment as of 1 May 2020**

For employees who reach retirement age on 1 May 2020 or later, the following applies: If the employee is still in employment after reaching retirement age, the employee must first choose whether pension savings are to continue (if possible), or whether the pension contribution is to be paid on an ongoing basis as an allowance not giving entitlement to holiday. The insurance coverage ceases when the employee reaches retirement age. If the employee does not make a choice, the enterprise continues to pay into the pension scheme.

Employees who have reached the age of 60 and are not already covered by a pension scheme will not be enrolled in an occupational pension scheme. The enterprise's pension contribution shall be paid to these employees together with their holiday allowance. From 1 May 2020, the enterprise can choose to pay the enterprise's pension contribution on an ongoing basis with the wage as an allowance not giving entitlement to holiday.

#### **Note:**

*If the Danish Parliament complies with the parties' request for financing pensions for 18- and 19-year-old trainees, the collective agreement will be amended in accordance with the parties' agreement to this effect. Where applicable, amended text will appear in the corresponding collective agreement text on the organisations' websites.*

#### **4. Change of pension provider**

Unless otherwise stated in this agreement, the pension scheme shall be set up with:

Pension for salaried employees – PFA Pension  
Sundkrogsgade 4  
DK-2100 Copenhagen Ø  
Tel.: +45 3917 5000

Enterprises covered by the collective agreement that wish to change their pension provider are permitted to do so. However, this does not apply to enterprises which have previously had pension agreements with FunktionærPension, or which are otherwise covered by the FunktionærPension portfolio in Pension for salaried employees – PFA Pension. Ultimately, enterprises which have already entered a pension scheme before entering the agreement, and will thus be covered by the Pension for salaried employees upon adoption of the agreement, cannot change their pension provider unless the parties come to an agreement on this.

The following conditions shall be met when there is a change of pension provider:

- A ballot on the change of pension provider shall be held among the employees at the enterprise who are entitled to a pension. The enterprise will inform the employees of the details and consequences of any change. If a majority of the votes cast are in favour of a change in provider, then this can take place.
- The conditions set in the collective agreement for a change of provider must be fulfilled.

- The transfer of the employees' deposits in conjunction with a change must take place at no cost to the employees. No deductions may therefore be made from the deposits by either the ceding enterprise or the receiving enterprise.
- Please refer to the guidance on change of pension provider, page 75.

Please also refer to the Agreement on pension schemes, page 69, and the free-choice account, cf. section 5(2).

## 5. Certain insurance benefits for trainees

Trainees who are not already covered by an employer contribution pension or insurance scheme are entitled to the following insurance benefits:

- Disability pension
- Disability lump sum
- Critical illness insurance
- Death lump sum

The scheme is placed with a pension or insurance enterprise of the enterprise's choice, just as Dansk Erhverv Arbejdsgiver is entitled to set up something akin to a group life insurance scheme.

The costs of the scheme are covered by the enterprise.

If the employee transfers to another employer's contribution pension scheme, the enterprise's obligation under this provision comes to an end.

The parties agree that the current insurance sums come to the following amounts:

Disability pension of DKK 60,000 per annum  
 Disability lump sum of DKK 100,000  
 Critical illness insurance cover of DKK 100,000  
 Death lump sum of DKK 300,000

## Section 7. Young people under 18

1. All young people under 18 are paid as follows:

	1 March	1 March	1 March
Minimum wage	11,023.00	11,255.00	11,479.00

2. For part-time employees and temporarily employed young people under 18, wages are calculated pro rata.

The hourly rate is determined by dividing the monthly wage by 160.33.

3. From the first day of the month in which the employee reaches the age of 18, wages are paid according to the rules in section 5.

## Section 8. Temporary employees and agency staff

Temporary employees and agency staff hired for a period of no more than one month, cf. section 2(4) of the Danish Salaried Employees Act, are paid in accordance with section 5.

The hourly rate is determined by dividing the monthly wage by 160.33.

Unless otherwise agreed in advance, payment is rendered for at least four hours of work per day.

Weekday holidays are paid in cases where these fall within the fixed dates of employment that have been agreed.

## Section 9. Notice periods/termination

### 1. Salaried employees

For employees who are salaried employees, please refer to the provisions of the Danish Salaried Employees Act.

### 2. Non-salaried employees

For employees who are not covered by the Danish Salaried Employees Act, the following notice periods apply:

In the first three months after appointment, both sides can terminate the employment without notice, meaning that the employee leaves at the end of normal working hours on the day concerned.

*From the employee's side:*

After 3 months of continuous employment: One month to the end of a month.

*From the enterprise's side:*

After 3 months of continuous employment: One month to the end of a month. After two years of continuous employment: Two months to the end of a month.

After three years of continuous employment: Three months to the end of a month.

### 3. Time off for guidance

Employees whose employment is terminated due to restructuring, cut backs, enterprise closures or other circumstances on the part of the enterprise are entitled to time off with pay of up to two hours, as soon as possible following termination, allowing for the needs of the enterprise's operations, to receive guidance from an unemployment insurance fund/trade union.

In the event of larger rounds of dismissals, the enterprise and HK/Privat through Dansk Erhverv Arbejdsgiver may contact the other party with the intention of agreeing that guidance for the members of these organisations, under the same conditions, may be carried out at the enterprise instead.

### 4. Training on dismissal

Employees who are dismissed due to restructuring, downsizing, enterprise closure or other conditions dependent on the enterprise, and who have at least 6 months' length of service in the enterprise, are entitled to training in accordance with the rules in section 16(5).

## Section 10. Absence due to illness and childbirth

### 1. Illness

**A.** The enterprise shall be informed of illness as soon as possible.

**B.** The enterprise may request documentation.

The parties recommend that a sick leave form ("solemn declaration") approved by the parties should be used in the case of absence due to illness.



- C. The issuing of a doctor's note cannot be requested until the illness has lasted for more than three days. A doctor's note can also be requested for frequent, short-term absences lasting one or two days. The enterprise will pay for the doctor's note in accordance with current legislation.

## 2. Children's illness

- A. Employees with at least six months' length of service with the enterprise are entitled to time off with pay when the time off is necessary to take care of the employee's sick child at home or children under the age of 14.
- B. Time off is only given to one of the child's parents, and only until another childcare solution can be arranged, and can extend no longer than the child's first day of illness. The enterprise may request documentation, e.g. in the form of a solemn declaration.
- C. Time off is only given to one of the child's parents, and only until another childcare solution can be arranged, and covers the child's first full day of illness. If the child falls ill during the course of the employee's work day, and the employee must leave work as a result of this, there is also an entitlement to time off with pay for the remaining working hours on the day in question. The enterprise may request documentation, e.g. in the form of a solemn declaration.
- D. If the child remains ill after the first full day of illness, the employee is entitled to an additional day off. This day off is taken without pay, however the employee may be paid an amount from their free-choice account, cf. section 5 (2) para. 7.

## 3. Children's admission to hospital

- A. Time off is granted to employees who have been continuously employed at the enterprise for six months when it is necessary for the employee to stay in hospital together with a child under the age of 14.
- B. As of 1 May 2017, time off is granted to employees who have been continuously employed at the enterprise for six months when it is necessary for the employee to stay in hospital, including when the admission takes place partially or entirely at home. The rule applies to children under the age of 14.
- C. This time off applies only to one parent, and the total maximum entitlement to time off is one week per child within a 12-month period.
- D. The employee shall produce documentation of the hospital stay when requested to do so.
- E. Full pay is paid in the form of sick pay during the illness.
- F. If the employee is entitled to state benefit, the enterprise takes over this entitlement.

## 4. Time off for children's doctor visits

With effect from 1 May 2020, the following applies:

Employees with at least nine months' length of service, who are entitled to take their child's first day of illness, are entitled to time off to allow for doctor visits with their child.

Employees who wish to take time off for doctor visits must notify the enterprise as soon as possible.

Time off for doctor visits is unpaid, however the employee may be paid an amount from their free-choice account, cf. section 5 (2) para. 7.

## 5. Time off for dependants

### 5.1 Time off for dependants until 1 May 2020



- A. Employees with at least nine months' length of service are entitled to two days off for dependants per. holiday year. The employee can take a maximum of two days off for dependants per. holiday year, regardless of how many children the employee has. The rule applies to children under the age of 14.
- B. The days are scheduled by agreement between the enterprise and the employee, taking into account the interests of the enterprise.
- C. Time off for dependants is unpaid, however the employee may be paid an amount from their free-choice account, cf. section 5 (2) para. 7. –8, Payment.

The parties agree that the rule on time off for dependants, apart from the length-of-service requirement, applies to the same persons who are entitled to take the child's first sick day.

### **5.2 Time off for dependants, transitory measures**

With effect from 1 May 2020, the following applies:

- A. On 1 May, employees with at least nine months' length of service who are entitled to take their child's first day of illness are allocated 2.66 days off for dependants to be taken in the period between 1 May 2020 and 31 August 2021. The employee can take a maximum of 2.66 days off for dependants during this period, regardless of how many children the employee has. The rule applies to children under the age of 14.
- B. The days are scheduled by agreement between the enterprise and the employee, taking into account the interests of the enterprise.
- C. Time off for dependants is unpaid, however the employee may be paid an amount from their free-choice account, cf. section 5 (2) para. 7.

### **5.3. Time off for dependants**

With effect from 1 September 2021, the following applies:

- A. Employees with at least nine months' length of service who are entitled to take their child's first day of illness, are entitled to two days off for dependants per. holiday period. The employee can take a maximum of two days off for dependants per. holiday period, regardless of how many children the employee has. The rule applies to children under the age of 14.
- B. The days are scheduled by agreement between the enterprise and the employee, taking into account the interests of the enterprise.

Time off for dependants is unpaid, however the employee may be paid an amount from their free-choice account, cf. section 5 (2) para. 7.

## **6. Childbirth (pregnancy, adoption and leave)**

- A. Please refer to the applicable legislation.
- B. The enterprise will pay maternity pay from four weeks before the expected date of delivery (pregnancy leave) until 14 weeks after the birth (maternity leave) to employees who have completed nine months' length of service on their expected date of delivery.

Adoptive parents who have completed nine months' length of service when they take custody of the child are paid from four weeks before the child enters their custody until 14 weeks after the child enters their custody in so far as they are entitled to leave during the period under section 8 of the Danish Act on Entitlement to Leave and Benefits in the Event of Childbirth (Parental Leave Act).

The pay corresponds to the wages that the individual would have received during this period. The amount contains the maximum rate of state benefit laid down in legislation.

Under the same conditions benefits are paid during paternity leave for up to two weeks.

**C.** The enterprise pays parental leave for up to 13 weeks.

Of these 13 weeks, each of the parents is entitled to take five weeks.

If the leave of absence reserved for the individual parent is not taken, the payment is not made.

The payment for the remaining three weeks is made to the nominated parent.

The payment in these 13 weeks corresponds to the wages that the individual would have received during this period, although no more than DKK 145.00 per hour. As of 1 July 2017, the enterprise pays full pay for these 13 weeks. The changes will affect employees with children for whom parental leave will begin on 1 July 2017 or later.

Unless otherwise agreed, the employee shall give three weeks' advance notice out of consideration for the payroll department when the employee wishes to take their paid leave. There is therefore no change to the notice rules set out in section 15 of the Danish Parental Leave Act.

The leave of each of the parents can be divided into a maximum of two periods, unless otherwise agreed.

It is a prerequisite for the payment that the employer be entitled to reimbursement corresponding to the maximum rate of state benefit. If the reimbursement has to be less, the payment to the employee will be reduced accordingly.

**D.** As of 1 July 2020, the enterprise pays parental leave for up to 16 weeks. The amendment affects employees with children for whom parental leave begins on or after 1 July 2020.

Of these 16 weeks, the parent entitled to the 14 weeks' maternity leave is entitled to take five weeks, and the other parent is entitled to take eight weeks.

If the leave of absence reserved for the individual parent is not taken, the payment is not made.

The payment for the remaining three weeks is made to the nominated parent.

The 16 weeks must be taken within 52 weeks of the birth.

Unless otherwise agreed, the employee shall give three weeks' advance notice out of consideration for the payroll department when the employee wishes to take their paid leave. There is therefore no change to the notice rules set out in section 15 of the Danish Parental Leave Act. The leave of each of the parents can be divided into a maximum of two periods, unless otherwise agreed.

It is a prerequisite for the payment that the employer be entitled to reimbursement corresponding to the maximum rate of state benefit. If the reimbursement has to be less, the payment to the employee will be reduced accordingly.

Note that if the rate of state benefit is reduced, the wages paid out must be adjusted accordingly.

<i>Leave periods:</i>	<i>Pay commitment:</i>
Pregnancy leave	4 weeks with full pay
Maternity leave	14 weeks with full pay
Paternity leave	2 weeks with full pay

Parental leave no later than week 52

13 weeks with full pay of these 13 weeks, each of the parents is entitled to payment for five weeks.

If the leave of absence reserved for the individual parent is not taken, the payment is not made. The payment for the remaining three weeks is made for the nominated parent.

For parental leave beginning on 1 July 2020 or later, the following applies:

<i>Leave periods:</i>	<i>Pay commitment:</i>
Pregnancy leave	4 weeks with full pay
Maternity leave	14 weeks with full pay
Paternity leave	2 weeks with full pay
Parental leave no later than week 52	

16 weeks with full pay. Of these 16 weeks, the parent entitled to the 14 weeks' maternity leave is entitled to take five weeks, and the other parent is entitled to take eight weeks.

If the leave of absence reserved for the individual parent is not taken, the payment is not made. The payment for the remaining three weeks is made for the nominated parent.

- E.** During the 14 weeks of maternity leave, an extra pension contribution is paid for employees with nine months' length of service at the expected date of delivery.

The total pension contribution will be DKK 2,040.00 per month. The enterprise's contribution is DKK 1,360.00 per month and the employee's contribution is DKK 680.00 per month.

A pro rata contribution is paid for part-time employees.

## **7. Time off due to force majeure**

- A.** Under the EU Parental Leave Directive, the employee is entitled to time off work without pay as a result of a force majeure situation in accordance with national practice when compelling family reasons arise in cases of illness or accidents that urgently require the employee's immediate presence.

- B.** This provision does not affect the application of other rules on absence with pay.

## **Section 11. Holiday**

- 1.** The Danish Holiday Act applies.
- 2.** Where there is no complete shutdown for the holidays, the enterprise shall find out no later than 1 April which dates the individual employee wishes to take as their main holiday, e.g. by handing out holiday lists.
- 3.** Please refer to page 60 of the agreement on holidays for information on the possibility of transferring holiday from one holiday year to another.

As of 1 September 2020, the above sections will be replaced with: Regarding the possibilities for transferring holidays from one holiday period to another, see the Holiday Agreement, page 60.

- 4.** The enterprise can use the collective agreement's holiday guarantee scheme instead of the holiday account system.

## Section 12. Holiday days

### 1. Special holiday days until 1 May 2020

- A. Employees who have been continuously employed by the enterprise for nine months are entitled to five special holiday days.
- B. The special holiday days are converted to and taken as hours within the holiday year.
- C. The special holiday days are paid in the same way as absence due to illness.
- D. The special holiday days are allocated according to the same rules as outstanding holiday, cf. the Danish Holiday Pay Act. However, notice to take special holiday days in a notice period cannot be given following the enterprise's dismissal of the employee. Illness prior to a planned holiday day entitles the employee to a compensatory holiday day.
- E. If the special holiday days are not taken before the end of the holiday year, the employee can, within three weeks, make a claim for compensation equivalent to sick pay for every special holiday day not taken. The compensation will be paid together with the wages for June at the latest.
- F. No holiday pay and holiday allowance - or compensation for these - will be paid during special holiday days, nor is a pension calculated from the compensation amount.
- G. Regardless of any job change, no more than five special holiday days can be taken in each holiday year.
- H. When someone leaves, the enterprise shall provide a written record of how many special holiday days/special holiday hours the employee is due. The employee who has left can bring a claim for compensation for special holiday days not taken in the period from 1 May to 30 September.

### 2. Special holiday days, transitory measures

With effect from 1 May 2020, the following applies:

- A. On 1 May 2020, employees who have been employed by the enterprise for a continuous nine months will be granted 6.67 special holiday days for the period from 1 May 2020 to 31 December 2021. Employees who achieve nine months' length of service in the period 1 May to 31 August 2020, are granted 6.67 special holiday days at the point of achieving said length of service.  
Employees who achieve nine months' length of service in the period 1 September 2020 to 31 August 2021, are granted five special holiday days at the point of achieving said length of service.
- B. The special holiday days are converted to and taken as hours within the period 1 May 2020 to 31 December 2021.
- C. The special holiday days are paid in the same way as absence due to illness.
- D. The special holiday days are allocated according to the same rules as outstanding holiday, cf. the Danish Holiday Pay Act. However, notice to take special holiday days in a notice period cannot be given following the enterprise's dismissal of the employee.
- E. If the special holiday days are not taken before 31 December 2021, the employee can, within three weeks, make a claim for compensation equivalent to sick pay for every special holiday day not taken. Compensation is paid together with wages for the month of February at the latest.
- F. No holiday pay and holiday allowance – or compensation for these – is paid during special holiday days, nor is a pension calculated on the compensation amount.

- G. Regardless of any job change, only 6.67 special holiday days can be taken from the allocation on 1 May 2020 in the period 1 May 2020 to 31 December 2021.
- H. When someone leaves, the enterprise must provide a written record of how many special holiday days/special holiday hours the employee is due. The employee who has left can bring a claim for compensation for special holiday days not taken in the period from 1 January 2022 to 31 May 2022.

### 3. Special holiday days

With effect from 1 September 2021, the following applies:

The employee is entitled to five special holiday days within a holiday year.

Entitlement to special holiday days applies where:

- A. The employee is entitled to five special holiday days from the point at which he or she has been employed in the enterprise for a continuous nine months.
- B. The special holiday days are converted to and taken as hours within the holiday period.
- C. The special holiday days are paid in the same way as absence due to illness.
- D. Special holiday days are allocated according to the same rules as outstanding holiday, cf. the Danish Holiday Pay Act. However, notice to take special holiday days in a notice period cannot be given following the enterprise's dismissal of the employee.
- E. If the special holiday days are not taken before the end of the holiday year, the employee can, within three weeks, make a claim for compensation equivalent to sick pay for every special holiday day not taken.  
Compensation is paid together with wages for the month of February at the latest.
- F. No holiday pay and holiday allowance – or compensation for these – is paid during special holiday days, nor is a pension calculated on the compensation amount.
- G. Regardless of any job change, no more than five special holiday days can be taken in each holiday period, with respect to the special holiday days allocated.
- H. When someone leaves, the enterprise must provide a written record of how many special holiday days/special holiday hours the employee is due. The employee who has left can bring a claim for compensation for special holiday days not taken in the period from 1 January to 31 May after the end of the holiday period.

## Section 13. Rules for trade union representatives

### 1. General remarks

Enterprises within the scope of the collective agreement are varied, and local requirements in terms of job content and forms of cooperation differ. The rules for trade union representatives have been designed to allow for this.

It is important that there should be a good, trusting relationship between management and employees, and the trade union representative is key to that relationship.

Hitherto, trade union representatives have been the employees' mouthpiece, but in line with developments in work tasks and forms of working the demands on trade union representatives have changed, and in future trade union representatives will be a dialogue partner and sounding board for the enterprise to a greater extent.

## 2. Where can a trade union representative be elected?

### A. AT LEAST SIX UNIONISED EMPLOYEES

At any enterprise that has a collective agreement, and also at departments or branches in separate locations that are covered by a collective agreement either independently or together with the main firm, the unionised employees can elect from among themselves someone to be their trade union representative in relation to the management.

### B. UP TO FIVE ORGANISED EMPLOYEES

At enterprises where five or fewer unionised employees are employed within the scope of the collective agreement at every single workplace; however, a trade union representative can only be elected if the parties agree, and this agreement may only lapse if also agreed to by the parties.

### C. AT LEAST 20 UNIONISED EMPLOYEES

At enterprises which employ 20 or more unionised employees within the scope of the collective agreement at every single workplace, a substitute trade union representative can be elected to serve during prolonged absences of the ordinary trade union representative due to illness, holiday, course attendance or similar reasons.

The substitute shall fulfil the same conditions for election as the trade union representative, cf. subsection (3). During their work as acting trade union representative, the substitute trade union representative is covered by the same rules of protection as those which apply to the ordinary trade union representative.

D. At enterprises where at least 50 employees are employed at every single workplace, there shall be local discussions on the trade union representative structure if one of the parties at the enterprise so wishes. If agreement cannot be reached, the parties to the collective agreement may be involved.

E. At enterprises where at least 100 employees in total are employed within the scope of the collective agreement, and where several trade union representatives have been elected under the rules in point a, they can elect from their number a joint trade union representative to be the representative of all employees covered by the collective agreement on joint issues in relation to management.

At a workplace where a joint trade union representative has been elected as trade union representative, a further trade union representative may be elected under the rules in point a.

## 3. Election as trade union representative

A. The trade union representative and any substitute trade union representative, who may be a part-time employee if special circumstances so dictate, are elected from among the unionised, established and skilled employees who have been employed at the enterprise concerned for at least a year. At enterprises where there are fewer than five employees with one year of service, this number is supplemented with the unionised employees who have worked there the longest. A trainee or young worker cannot be elected as a trade union representative.

However, a trade union representative who enters into a training agreement with the enterprise as an adult trainee after 1 May 2017 may continue to be a trade union representative. It is a prerequisite that the trade union representative, during any placement periods, works together with their electorate.

B. At an enterprise with branches or geographically separated departments, an employee can only be elected as the trade union representative for the location at which that individual is employed.

C. Protection of each trade union representative commences when their election is brought to the attention of the management. The election is not, however, valid until it has been approved by the trade union and Dansk Erhverv Arbejdsgiver has been notified.

- D. This notification shall take place as quickly as possible and no later than 14 days after the election.
- E. Any objection from the management's side to the election shall reach HK no later than 14 days after receipt of the notification of the election.
- F. The parties agree that as many as possible of those entitled to vote should take part in the election of the trade union representative.
- G. With its approval, the trade union guarantees that all those entitled to vote will have the opportunity to take part in the election.

#### 4. Tasks of the trade union representative

- A. It is the trade union representative's duty with respect to both their colleagues and their trade union, as well as to the management, to do their best to promote and maintain regular and good working conditions.
- B. When a case only concerns the personal circumstances of an individual employee or employees, it should be resolved directly with the management.

In matters concerning pay and working conditions, the trade union representative can, when so desired, present complaints or requests to the management.

Should the trade union representative not be satisfied with the management's decision, the trade union representative can ask the trade union to handle the case, but it is the duty of the trade union representative and their colleagues to continue to work without interruption until decided otherwise by the organisation's leadership.

- C. The execution of the trade union representative's tasks shall take place in such a way that it causes as little disruption as possible to their work. If the trade union representative has to leave their work in order to fulfil their obligations, this may only take place after being agreed in advance with the management.
- D. Where agreed with the management, the trade union representative shall be granted the time off necessary to attend relevant courses, to the extent permitted by the nature and scope of the work.
- E. The parties recommend that a newly elected trade union representative who did not go on the course for trade union representatives prior to the election should complete such training as soon as possible after being elected.
- F. The wage progression of the trade union representative may not be stopped as a result of their position in the trade union.

#### 5. Remuneration of elected trade union representatives

- A. Trade union representatives elected in accordance with subsection (3) will receive an annual fee which is divided into four and then paid quarterly. The fee is paid as compensation for the trade union representative taking on this role outside of their working hours.
- B. The fee is not pensionable and does not give entitlement to holiday pay.
- C. The electorate is determined when a new trade union representative is elected and then afterwards once a year at the end of August. When there is no longer a post for a trade union representative the remuneration will no longer be paid.
- D. The remuneration will be as follows:



Trade union representatives with an electorate of up to 49 people will receive an annual fee of DKK 8,000. As of 1 April 2017, the fee is DKK 9,000.

Trade union representatives with an electorate of 50 to 99 people will receive an annual fee of DKK 15,000. As of 1 April 2017, the fee is DKK 16,500.

Trade union representatives with an electorate of 100 people or more will receive an annual fee of DKK 30,000. As of 1 April 2017, the fee is DKK 33,000.

Where an agreement on the pay/fee for the trade union representative is already in place, this is offset against the aforementioned fees.

The fee is paid from the Training and Cooperation Fund for the Office and Warehouse Sector, cf. the Agreement on the Training and Cooperation Fund, page 93.

HK/Privat is in charge of paying the fee.

## **6. Trade union branches and notices**

- A.** If the unionised employees of an enterprise or department thereof form a local union branch, the trade union representative shall be the chair.
- B.** To the extent that the work permits this, the management may, when requested to do so, grant permission for the time off necessary for members of the board of the local union to attend relevant courses.
- C.** The local union branch may put up union notices to the members in a place accessible by the employees. This place shall be agreed with the management, which will also receive a copy of the notices put up.
- D.** Where possible, the management will make a room available for the local union branch's meetings.

## **7. Access to IT and the Internet**

The trade union representative shall have the necessary access to IT and the Internet required to carry out their role.

## **8. Refresher training on termination of trade union representative duties**

An employee who after 1 May 2017 ceases to be a trade union representative after having worked as such for a consecutive period of at least three years, and who continues to work for the enterprise, is entitled to a discussion with the enterprise on the needs of the employee for refresher training. This discussion will be held no later than within a month of the trade union representative duties ending and at the employee's request. As part of the discussion, it is clarified whether there is a need for refresher training, and how the training should take place.

If agreement cannot be reached, the employee has the right to three weeks' refresher training. After six continuous years of trade union representative duties, the employee is entitled to six weeks' refresher training.

The employee will participate in the refresher training without any deductions being made from their pay. It is a prerequisite that a statutory system of compensation for lost wages be provided for the training. Compensation for lost wages is the duty of the enterprise.

When providing refresher training, support can be granted from the Office and Warehouse Sector's Skills Development Fund in accordance with the applicable rules on this. Support may be granted for more training weeks than the employee is entitled to use for self-selected training, but all self-selected weeks must be taken in the calendar year in which the training is provided.



## 9. Dismissal of a trade union representative

- A.** Where an enterprise finds that there are compelling reasons to dismiss a trade union representative, cf. point b, the enterprise shall approach Dansk Erhverv Arbejdsgiver, which will then notify HK, which in turn can request an organisation meeting.

The organisation meeting shall in such cases be held no later than seven calendar days after notification.

Should the enterprise stand by this termination after the organisation meeting, the notice of termination is considered to have been given when notification took place.

- B.** The dismissal of a trade union representative shall be based on compelling reasons. It goes without saying that the mere fact of an employee acting as a trade union representative may never give rise to the individual being dismissed or their position being undermined.
- C.** The terms and conditions of employment of the trade union representative cannot be suspended within the notice period or before HK has had the opportunity to test the dismissal by industrial dispute procedures, unless this has been agreed locally. Every effort should be made for the industrial dispute procedures to progress as quickly as possible so that the decision is made before the end of the notice period.
- D.** These rules do not, however, apply if the management legitimately dismisses the trade union representative pursuant to section 4 of the Danish Salaried Employees Act.
- E.** If the management stands by its dismissal of the trade union representative after the dismissal is acknowledged to be illegitimate by the industrial dispute procedures, the enterprise, in addition to the wages for the notice period, is obliged to pay compensation, the amount of which shall depend on the circumstances of the case. This compensation settlement is final, meaning that compensation cannot also be claimed under the rules on unfair dismissal.
- F.** The question of the legitimacy of a trade union representative's dismissal and the amount of any compensation due to the trade union representative is determined once and for all by industrial arbitration.
- G.** Should there be any special circumstances in the case which clearly indicate that anti-union behaviour has taken place, this question may be brought before the Danish Labour Court.
- H.** If HK alleges that the dismissal of a trade union representative is unfair, a claim for compensation or for reinstatement may be lodged pursuant to section 4(3) of the main agreement. This question may, together with the question of whether there are compelling reasons for the dismissal, be dealt with as a single case in the event of industrial arbitration.
- I.** A salaried employee, or employee similar to a salaried worker, who ceases to be a trade union representative after having worked as such for at least one year, and who continues to be employed at the enterprise, is entitled to six weeks' notice of termination in addition to the employee's individual notice, if the employee is dismissed within one year after the end of the trade union representative duties.\*

This rule shall apply only to trade union representatives dismissed after 1 May 2017.

\* *The parties agree that the extended period of notice deviates from section 2 of the Danish Salaried Employees Act in that dismissal after the probationary period will take place at the end of a month, and that this is in favour of the employee.*

## Section 14. Working environment

1. Please refer to the provisions in the working environment legislation.

2. The parties agree that for keyboard work and constant work at computer screens, sufficient rest time for muscles under strain shall be given at regular intervals.
3. At enterprises where there is no working environment organisation, the trade union representative elected pursuant to section 13 may direct requests or bring complaints to the enterprise which relate to working environment issues.

Where there is a working environment organisation in place, requests or complaints shall be dealt with by the enterprise's working environment organisation.

The parties otherwise agree that cases relating to this section and the working environment legislation should be dealt with between the parties, if agreement cannot be reached locally.

4. Where agreed with the management, the working environment representative shall to the extent permitted by the nature and scope of the work be granted the time off necessary to attend relevant health and safety courses offered by HK Privat.

This time off is unpaid unless stated otherwise in the Danish Working Environment Act.

If there is IT and Internet access at the working environment representative's workplace, the working environment representative shall have the necessary access required to carry out their role.

The parties recommend that the relevant information, tools and guidelines on working environment in sector working environment councils be used at all times, and that enterprises familiarise themselves with such material as found on the websites of aforementioned councils.

## Section 15. DA/LO Development Fund

The enterprise pays DKK 0.42 into the DA/LO Development Fund for every hour worked. With effect from the first wage period after 1 January 2018, the amount will be raised to DKK 0.45 per working hour completed. The sum is collected in accordance with the decision of the umbrella organisations.

The fund is used for:

- a) Improving the efficiency of and further developing the cooperation and dispute resolution system at umbrella organisation level in the DA/LO area and following up in particular on EU and global trends that challenge the Danish model.
- b) Information and training purposes, including for trade union and safety representatives in the DA/LO area.

## Section 16. Continuing training and skills development

It is especially important for a high-tech, knowledge-intensive sector such as IT that each enterprise and employee should focus on skills development. Measures that help to increase the competitive value of enterprises and employees include continuous professional updating and acquiring the necessary certifications, for which reason importance is attached to the provision of good training opportunities.

### 1. Training and skills development

With a view to enhancing the skills found throughout the enterprise and also the employees' vocational, general and personal development, it is recommended that the enterprise and the employees work systematically on both formal training and skills development at the workplace, not only through daily work, access courses and new methods of organising work, but also through continuing vocational training activities.

Both the enterprise and the employee are encouraged to take joint responsibility for promoting skills development with a view to matching the enterprise's skills requirements and the employee's potential for meeting current and future job requirements.

## **2. Planning of skills development**

The parties recommend that employee development be planned in conjunction with regular staff appraisals.

It is a good idea to plan and hold staff appraisals using [www.samtalens123.dk](http://www.samtalens123.dk), a tool developed by the parties under the auspices of the Training and Cooperation Fund.

It is also recommended that when planning skills development the starting point should be the employee's employment situation, age and length of service, and it is recommended that personal development targets be set for the individual employee.

The employee can have their participation in internal courses and other qualifying activity recorded officially.

The framework and principles for systematic training planning and skills development can be discussed in one or more of the following ways:

- Between the individual employee and the enterprise
- In collaboration with a training contact appointed from among the employees
- On a joint training committee
- On the consultation committee

## **3. Payments to Skills Development Fund**

The enterprise shall pay a sum equivalent to DKK 820.00 per year per full-time employee covered by the collective agreement in accordance with the detailed guidelines in the Agreement on the Skills Development Fund, page 87. For part-time employees, this amount shall be reduced pro rata.

## **4. Sector- or enterprise-relevant continuing vocational training**

If the employee attends sector- or enterprise-relevant continuing vocational training, then the employee is entitled to up to two unpaid weeks off work per year, allowing for the needs of the enterprise, once the employee has been in continuous employment at the enterprise for at least six months. Such training activities can include up to one week of internal activities and other forms of systematic skills development that are comparable with external training. Internal courses at which attendance is not compulsory are not regarded as working time.

If the employee has been continuously employed at the same enterprise for one year, the enterprise will pay course fees, transport and any lost wages to the extent that public funding does not cover the costs of relevant continuing vocational training courses recognised by the parties.

Where an employee attends recognised continuing training with reimbursement of lost wages outside of normal working hours, the training time is included as working hours provided that the training is agreed in advance with the enterprise.

Where the employee attends continuing vocational training in their free time, the enterprise pays for any attendance fee and teaching materials, provided that this is agreed in advance with the enterprise.

If the employee attends training with flexible meeting arrangements, including e-learning agreed with the enterprise, it is recommended that when the agreement is reached it be determined whether and to what extent preparation and attendance should take place in working hours or free time.

The parties recommend that the employees be given adequate time off to attend such courses.

## 5. Self-selected training

After six months of employment, the individual employee is entitled to two weeks of time off a year – allocated with consideration for the needs of the enterprise – for continuing vocational training of relevance to employment within the scope of the IT workers' collective agreement, provided that there is a commitment for a grant for the training or for the enterprise.

*Note:* See also page 91 of the Agreement on derogations from the Agreement on the Skills Development Fund, in which derogation from the requirement for six months of service is agreed for the collective agreement period of 1 March 2020 to 29 February 2023 inclusive.

Employees whose employment is terminated due to restructuring, cut backs, enterprise closures or other circumstances on the part of the enterprise and who have at least six months' length of service with the enterprise are entitled to an additional week off during the notice period with grants in accordance with the rules in paragraph 1. Under the same conditions, the employee is also entitled to make use of remaining time off with support from the Office and Warehouse Sector's Skills Development Fund for up to two weeks.

The employee is entitled to save the entitlement to time off for self-selected training for up to three years. However, the accumulated weeks may not be used if the employee is under notice of termination, unless the enterprise and the employee have agreed this or agreed otherwise. The oldest weeks must be taken first.

The opportunity to follow long-cycle self-selected training courses is conditional on there being adequate resources in the Skills Development Fund. The current rules also apply to enterprises which administer their own skills development fund resources, cf. section 5 in the Agreement on the Skills Development Fund, page 87. The saved entitlement to self-selected training cannot be carried over to another job.

Employees can apply to the office and warehouse sector's skills development fund for a training grant. Grants cannot be paid for training if the employee receives a full or partial wage.

Enterprises which have training committees and 90 employees can set up a development fund at the enterprise in accordance with the detailed guidelines in the Agreement on the Skills Development Fund, page 87.

### **Note:**

*Course participation can be completed after the employee leaves, if the Danish Parliament complies with the parties' wishes for adjustments in the legislation. Where applicable, amended text will appear in the corresponding collective agreement text on the organisations' websites.*

## 6. Prior learning development

The parties agree to promote the assessment of prior learning under the auspices of the training and cooperation fund, including assessment of how internal training initiatives can be evaluated and compared with external training.

## Section 17. Travel arrangements

Where travelling time in Denmark and abroad, e.g. trade fairs, conferences, buying trips etc., accounts for a substantial proportion of working hours, the parties recommend that the enterprise should lay down guidelines for compensation. Compensation can take the form of time off in lieu or separate remuneration/supplements, or be paid as part of function-based pay, cf. section 5(1), point f.

## Section 18. Phasing in of pension and free-choice account contributions over three years in connection with insourcing

This arrangement covers existing members of Dansk Erhverv Arbejdsgiver who insource employees in connection with the transfer of an enterprise insofar as the employees are not already covered by a pension scheme and

free choice account at a level equivalent to that stipulated in this collective agreement on the transfer date, and who sign up for this arrangement no later than three months after the transfer.

The following has been agreed regarding pension and free-choice account phase-in:

- No later than three months after the transfer, but with effect from the first of a month, 25 per cent of the pension contribution and contribution to the free-choice account applicable on this date shall be paid.
- One year after the transfer, the pension contribution shall be increased to 50 per cent of the pension contribution and contribution to the free-choice account applicable on this date.
- Two years after the transfer, the pension contribution shall be increased to 75 per cent of the pension contribution and contribution to the free-choice account applicable on this date.
- Three years after the transfer, the pension contribution shall be increased to the pension contribution and contribution to the free-choice account stipulated in the collective agreement.

In relation to pensions, the enterprise's contribution represents 2/3 and the employee's contribution 1/3.

The agreement on pension schemes within the collective agreement, page 69, shall apply.

If the employee, during the phasing-in period, wishes to enrol in full in the free-choice account, they can choose to pay the difference between the enterprise's current contribution to the free-choice account and the applicable contribution to the free-choice account in accordance with the collective agreement.

The manner in which the phase-in is to take place shall be specified in each case when an enterprise joins the collective agreement.

## **Section 19. Settlement of disputes**

If a dispute of an industrial nature or relating to legislation on employment and working conditions etc. cannot be resolved locally at the individual enterprise, the dispute can be negotiated with the assistance of the parties in accordance with the rules below, unless other rules are laid down in the collective agreement, the main agreement or elsewhere.

Notice should be addressed to the opposing party. This document should indicate the parties concerned and the circumstances of the dispute as well as the case handler concerned. The case shall be presented in such a way that it will be possible for any decision to be made on the basis of the information in the document.

### **1. Organisation meeting**

Where the dispute cannot be resolved on the basis of existing information etc., either party may request that an organisation meeting be held. The time and place of this shall be agreed as quickly as possible and no later than 14 days after receipt of the request, since the meeting is to take place no later than four weeks after the agreement was made, unless there are holidays or special circumstances.

The organisation meeting shall be held at the enterprise unless otherwise agreed.

Minutes of the organisation meeting are normally taken.

### **2. Industrial arbitration**

If the dispute is not resolved at the mediation meeting/organisation meeting and the matter concerns interpretation of the collective agreement or an agreement entered into by the parties, either party can ask for the matter to be decided by industrial arbitration.

The party shall send a proposal for the choice of arbitrator together with the statement of claim.

The answer shall reach the other party within eight weeks of the statement of claim being received. The parties shall agree on a proposed arbitrator no later than when an answer is submitted and then request the Danish Labour Court to make the appointment. If the parties are unable to reach agreement, the Danish Labour Court shall be requested to appoint an arbitrator.

A date for the industrial arbitration hearing shall then be agreed with the arbitrator. Deadlines for the further exchange of pleadings shall be agreed by the parties and, where relevant, with the arbitrator.

The submission of evidence shall be completed once and for all no later than two days before arbitration takes place, including the parties informing the other party who is to give testimony no later than eight days before arbitration takes place.

It is agreed that the deadlines can be departed from by agreement.

### **3. Dismissal board**

Deadlines for commencing proceedings in accordance with section 4(3) of the main agreement for the Dismissal Board (tribunal) can be departed from by agreement between the organisations.

The organisation that finds a case suitable for review before the tribunal can, by agreement with the other organisation, submit the case to the tribunal irrespective of whether the deadline for the case to be heard by the tribunal has been exceeded. Similar agreements can be entered into regarding subsequent pleadings in the case.

### **4. General questions**

For questions of a general nature relating to interpretation of the collective agreement, Dansk Erhverv Arbejdsgiver and HK can request that a meeting be held immediately at Dansk Erhverv Arbejdsgiver's offices so the matter can be discussed. Such a main committee meeting shall normally be held no later than four weeks after the request is made.

Disputes concerning the rules in this section, including compliance with the deadlines, shall be brought before the main committee.

### **5. Term**

The current rules can be terminated by either party with three months' notice.

## **Section 20. Creation of IT workers' collective agreement**

### **1. Conditions**

HK/Privat can only conclude a collective agreement with members of Dansk Erhverv Arbejdsgiver through Dansk Erhverv Arbejdsgiver.

### **2. Procedure**

- A.** The collective agreement shall enter into force on the first of the month following the enterprise's acceptance of the collective agreement.
- B.** In cases where agreement is reached on special provisions pursuant to subsection (5), agreement shall also be reached on the date of entry into force of the collective agreement.

### **3. Joining**

- A.** Existing member enterprises of Dansk Erhverv Arbejdsgiver that fall within the scope of this collective agreement and are already covered by the Salaried Employees' Collective Agreement for Trade, Knowledge and Service between Dansk Erhverv Arbejdsgiver and HK/Privat and HK HANDEL can opt at any time to adopt this collective agreement instead.



- B.** Existing member enterprises of Dansk Erhverv Arbejdsgiver that fall within the scope of this collective agreement and are not covered by either the Salaried Employees' Collective Agreement for Trade, Knowledge and Service between Dansk Erhverv Arbejdsgiver and HK/Privat and HK Handel or this IT Workers' Collective Agreement are free to opt to adopt this IT Workers' Collective Agreement or the Salaried Employees' Collective Agreement for Trade, Knowledge and Service, with the adoption of this collective agreement always being voluntary for an enterprise.
- C.** If the enterprise has subscribed to this collective agreement, the enterprise cannot subsequently opt to be covered by the Salaried Employees' Collective Agreement for Trade, Knowledge and Service between Dansk Erhverv Arbejdsgiver and HK/Privat and HK Handel.
- D.** Future members of Dansk Erhverv Arbejdsgiver can adopt this collective agreement within six months of joining, unless otherwise agreed between the parties.

#### **4. Transposition of collective agreements**

A collective agreement between HK and an enterprise which joins Dansk Erhverv Arbejdsgiver shall be replaced from expiry of the collective agreement by this Salaried Employees' Collective Agreement for Trade, Knowledge and Service at the enterprise's discretion, unless the conditions in subsection (5) regarding requirements for special provisions are met.

#### **5. Special provisions**

The parties can make a request for special provisions if an enterprise has working conditions or jobs which are not covered by the provisions of the collective agreement.

### **Section 21. Dispute limitation**

It is agreed that in the event of any collective industrial action, including secondary disputes, being announced and set up in accordance with the main agreement between DA and LO, collective industrial action cannot be announced and set up for:

Employees whose work involves contributing to vital operation of the enterprise's own or clients' IT systems.

Dispute protection does not apply to:

- the enterprise's internal administrative tasks such as bookkeeping, HR administration and order follow-up
- administrative tasks for clients that are not vital to necessary operation
- project participation, both internally and externally
- all development tasks, both client-related and strategic
- sales to new clients
- additional sales to existing clients
- routine maintenance work
- IT support that is not vital to necessary operation

The limitation will fully safeguard vital operation against collective industrial action.

Collective industrial action, including secondary disputes, cannot be announced in anticipation of this agreement being revoked.

This agreement can therefore only be revoked by agreement between the parties.

In case of doubt regarding interpretation, the general principles of industrial disputes and employment law apply.

## Section 22. Duration of the collective agreement

The collective agreement shall enter into force on 1 March 2020 and apply until one of the organisations gives notice to terminate to 1 March in accordance with the rules in force at any time, but no earlier than 1 March 2023.

The notice period is three months, unless otherwise agreed between the organisations.

Copenhagen, March 2017

Dansk Erhverv Arbejdsgiver      HK Privat

Caroline Lundsgaard Post      Kim Bonde Nielsen  
Martine Kiding                      Kim Jung Olsen

## Employment contracts

### Agreement on employment contracts

1. Please refer to the current version of the Danish Act on the employer's obligation to inform workers of the conditions of employment (the Danish Employment Contract Act).

Pursuant to section 1(3) of the Danish Employment Contract Act, the parties have agreed the deviations from the Act which are set out below.

2. If the employment contract is not received by the employee on time, or if it contains errors, the enterprise can be ordered to pay a fine/compensation unless the error is excusable and does not have any specific import on the employment relationship.

Any complaints of breaches shall be reported to the enterprise. If the circumstance complained about has not been remedied within five working days, a written claim shall be lodged with Dansk Erhverv Arbejdsgiver without delay indicating exactly what the errors are. If errors in the employment contract are then remedied or the missing document is received within five working days of receipt of the claim at Dansk Erhverv Arbejdsgiver, the enterprise cannot be ordered to pay a fine/compensation unless there are systematic breaches of the provision on employment contracts.

In all cases, the employee must have received the aforementioned information on the employment relationship no later than 15 days after the claim is lodged. If this does not happen, the enterprise can be ordered to pay a fine/compensation.

3. Claims concerning whether the enterprise has met its obligation to provide information can be lodged in accordance with the rules on industrial disputes.
4. If an employee hired before 1 July 1993 would like an employment contract, cf. subsection (1), and the employee presents a request for such a document, the enterprise shall produce the proper information within two months of the request.

## Working environment

### Agreement on night work and health checks

Employees shall be offered free health checks before they start employment as night workers.

The parties have also agreed that employees who are classified as night workers shall be offered health checks at regular intervals not exceeding two years.



## Working hours

### Agreement on remote working

#### INTRODUCTION

Dansk Erhverv Arbejdsgiver and HK/Privat and HK HANDEL signed the first framework agreement on remote working in 1998.

An agreement on remote working – or “teleworking” as it is referred to at the European level, was concluded at European level in June 2002.

Dansk Erhverv Arbejdsgiver and HK/Privat agree that this renewed framework agreement on remote working shall form the basis for remote working within the scope of the IT Workers’ Collective Agreement.

The new framework agreement conforms to the European agreement on remote working, meaning that the European agreement on remote working is regarded as being implemented in this framework agreement.

The purpose of the framework agreement is, among other things, to facilitate the opportunities for using remote working as a tool to increase flexibility in the organisation of work and create a better balance between work and family life.

#### FRAMEWORK AGREEMENT ON REMOTE WORKING

The framework agreement between HK/Privat and Dansk Erhverv Arbejdsgiver applies to enterprises covered by this collective agreement.

1. Remote working means work for which electronic resources are used and where the work is performed away from the enterprise, e.g. at home, but could just as well have been performed at the enterprise.

The framework agreement does not therefore cover mobile work, i.e. work performed by sales staff, for example, and other employees whose place of work varies.

2. The framework agreement covers remote working that is performed as part of a person’s principle employment and where the remote worker does not have other employment or perform work tasks for anyone apart from the enterprise.
3. The framework agreement forms the basis for agreements between the enterprise and its employees.
4. Agreements on remote working must comply with the current IT Workers’ Collective Agreement.
5. An employee who works remotely has the same rights and obligations under the collective agreement as the other workers employed at the enterprise. Any rights and obligations agreed locally shall apply with the exemptions that follow from the nature of the relationship.
6. The conditions for establishing a remote working job shall be agreed between the enterprise and the employee, but in such a way that the enterprise is responsible for the equipment that the enterprise supplies to the individual remote worker.
7. The employer must respect the remote worker’s right not to have their private life disturbed.
8. Disputes regarding the interpretation and implementation of the framework agreement shall be decided in accordance with the negotiation rules that apply under the IT Workers’ Collective Agreement.
9. The framework agreement may be terminated by either party with three months’ notice. The parties agree that no dispute rights are attached to the framework agreement.

10. The framework agreement respects the joint recommendation of guidelines for good practice agreed between the parties with regard to the Internet and e-mail, and the joint recommendation of guidelines for good practice with regard to video surveillance.

### **Agreement EU Working Time Directive (Council Directive of 23 November 1993)**

Following a review of the applicable working environment and holiday legislation and the collective agreement entered into between the parties, Dansk Erhverv Arbejdsgiver and HK have agreed that the above Directive may be deemed to have been implemented in relation to those employees who are covered both by the collective agreement and by the Directive, with the exception of the points below, on which the following is agreed:

- a. The average weekly working hours calculated over a 26-week period may not exceed 48 hours including overtime, cf. section 2(1) of the collective agreement.

The provision in the collective agreement on limiting overtime work remains in effect.

Where the daily working time exceeds six hours, employees are entitled to a total of 30 minutes in breaks during this time.

- b. The night-time period is defined as the time from 23:00 to 06:00.

Night workers are defined as employees who normally carry out at least three hours of their daily working time in the night-time period or at least 300 of their annual working hours in the night-time period.

The normal average working hours for night workers, calculated over a 26-week period, may not exceed eight hours per 24-hour period on average. The weekly day off is not included in this calculation.

In the case of especially risky work or work that involves significant physical or mental stress, cf. section 57 of the Danish Working Environment Act, night workers may not work more than eight hours in any 24-hour period in which they do night work.

Night workers who suffer from health problems demonstrably attributable to the fact that they do night work shall be transferred where possible to daytime work that suits them.

- c. Any disagreements concerning the present agreement shall be finally decided by industrial arbitration, cf. section 20. The industrial arbitration tribunal appointed to decide upon any such dispute shall be competent to impose appropriate sanctions.

In the event of termination of the collective agreement, the parties are obliged to comply with the provisions of the present agreement relating to the implementation of the EU Working Time Directive until another agreement takes its place.

The present agreement may be terminated by either party giving three months' notice at any time, with a view to amendment where changes are made to the above Directive.

Where the provision in the collective agreement provides a better level of protection for employees than the Directive, the implementation agreement shall not apply, cf. Article 18(3) of the Directive.

- d. If amendments to the Directive remove the prerequisites for entering into this agreement, the parties shall initiate negotiations on this.

### **Agreement on on-call shifts**

The local parties may enter into a written local agreement that when the employees are called to work during on-call shifts, the daily 11-hour rest period (for work not covered by the annex to Executive Order no. 324 of 23

May 2002 on rest periods and days off), may be deferred so that it is offered immediately after the end of the last working period, and that the rest period can be within on-call duty hours. If the 11-hour rest period thereby extends to the following day, the employee must also have the usual 11-hour rest period within that day. This rest period may be similarly deferred.

If the deferred rest period prevents the employee from performing normal scheduled daily working hours, the hours not worked are paid as per cases of illness.

Where the Executive Order, clause 8(1) applies, the daily rest period may be eight hours.

Deferral of the rest period can be for a maximum of 10 days in each calendar month and a maximum of 45 days per calendar year.

At enterprises where no shop steward has been elected, notification of the agreement's outcome is made to the organisations.

### **Agreement on implementing the EU Part-time Work Directive -(Council Directive of 1 July 1996)**

With reference to the general agreement between the umbrella organisations on procedures for implementing EC Directives of 1 July 1996, the following supplementary agreement has been entered into to implement the Council Directive on part-time work ("the EU Part-time Work Directive").

#### **SECTION 1. SCOPE**

This agreement covers part-time workers within the scope of the Confederation of Danish Employers DA/LO who are covered by a collective agreement within this area and who are not or may not be assured of the rights laid down in the Directive under any existing agreement.

The agreement shall apply subject to more specific Community provisions, particularly any Community provisions concerning equal treatment or equal opportunities for men and women.

## **SECTION 2. PURPOSE OF THE AGREEMENT**

The purpose of the agreement is:

- a. to provide for the removal of discrimination against part-time workers and to improve the quality of part-time work.
- b. to facilitate the development of part-time work on a voluntary basis and to contribute to the flexible organisation of working time in a manner which takes into account the needs of employers and workers.

## **SECTION 3. DEFINITIONS**

For the purpose of this agreement:

1. “part-time worker”: an employee whose normal hours of work, calculated on a weekly basis or on average over a period of employment of up to one year, are less than the normal hours of work of a comparable full-time worker.
2. “a comparable full-time worker”: a full-time worker in the same establishment having the same type of employment contract or relationship, who is engaged in the same or similar work/occupation, due regard being given to other considerations which may include length of service (seniority) and qualification/skills.

Where there is no comparable full-time worker in the same establishment, the comparison shall be made by reference to the applicable collective agreement or, where there is no applicable collective agreement, in accordance with national law, collective agreements or practice.

## **SECTION 4. PRINCIPLE OF NON-DISCRIMINATION**

In respect of employment conditions, part-time workers shall not be treated in a less favourable manner than comparable full-time workers solely because they work part time unless different treatment is justified on objective grounds.

The principle of proportionate pay and proportionate rights, cf. the “pro rata temporis” principle, shall apply to rights arising from collective agreements.

Where appropriate and justified on objective grounds, the parties to the collective agreement may make access to particular conditions of employment subject to length of service, working hours or earnings.

Qualifications relating to access by part-time workers to particular conditions of employment should be reviewed periodically, in accordance with the principle of non-discrimination set out in subsection (1).

## **SECTION 5. OPPORTUNITIES FOR PART-TIME WORK**

In view of the purpose of this agreement, cf. section 2 and the principle of non-discrimination, cf. section 4, the following is agreed:

If the parties to the collective agreement should identify obstacles which may limit the opportunities for part-time work, these should be raised for discussion with a view to eliminating them.

A worker’s refusal to transfer from full-time to part-time work or vice versa should not in itself constitute a valid reason for termination of employment, without prejudice to termination in accordance with national law, collective agreements and practice, for other reasons such as may arise from the operational requirements of the establishment concerned.

Subject to collective agreements, practice etc., employers should as far as possible within the provisions on part-time employees in the collective agreement applicable to the employment give consideration to the following:

- a. requests by workers to transfer from full-time to part-time work that becomes available in the establishment;

- b. requests by workers to transfer from part-time to full-time work or to increase their working time should the opportunity arise;
- c. the provision of timely information on the availability of part-time and full-time positions in the establishment in order to facilitate transfers from full-time to part-time or vice versa;
- d. measures to facilitate access to part-time work for workers covered by this agreement and, where appropriate, to facilitate access by part-time workers to vocational training to enhance career opportunities and occupational mobility;
- e. the provision of appropriate information to existing bodies representing workers about part-time work in the enterprise.

#### **SECTION 6. ENTRY INTO FORCE**

The agreement enters into force on 20 January 2001.

#### **SECTION 7. TERMINATION**

The agreement may be terminated by giving six months' notice to 1 July of any year. If one of the organisations desires any changes to the agreement, it shall inform the other party of this six months prior to termination, whereupon negotiations shall be entered into without recourse to arbitration in order to reach agreement and so avoid termination of the agreement.

Even if the agreement is terminated, the parties are obliged to comply with its provisions until another agreement takes its place or the Directive is amended.

#### **SECTION 8. PROVISIONS IN COLLECTIVE AGREEMENTS/IMPLEMENTING AGREEMENTS**

Provisions in collective agreements and other agreements pursuant to these, and provisions in implementing agreements, shall take precedence over this agreement where they correctly implement provisions of the EU Part-time Work Directive.

The present agreement shall not affect the protection given to part-time employees by the existing collective agreements between the parties.

#### **SECTION 9. INDUSTRIAL DISPUTE PROCEDURES**

Where there is any disagreement on access to the rights laid down in the present agreement, this shall be handled according to the normal rules of industrial disputes and employment law. Where there are no such rules, the principle set out in section 22 of the Danish Labour Court Act shall apply, according to which the standard rules in place between DA and LO at any given time for handling industrial disputes shall apply.

#### **Agreement on shift arrangements**

If on-call shifts and work in continuous operation are introduced, negotiations shall be opened locally. Either party can ask for the parties to the collective agreement to be involved.

#### **CONTINUOUS OPERATION**

Continuous operation is typically a set duty roster that provides cover 24 hours a day, seven days a week. Supplements are typically agreed for the second (evening) and third (night) shifts in the form of either a fixed percentage of pay or a fixed amount.

The working hours for the third shift can be shorter.

#### **ON-CALL SHIFTS**

Pay for on-call shifts can be either in the form of a separate fee/supplement or part of function-based pay.

On-call shifts can be planned in a variety of ways. The following are examples of shift types:

- Telephone answering shifts without being contacted
- Work during a telephone answering shift that is done from home
- Work during a telephone answering shift for which the employee goes to the enterprise

Travelling time may, if appropriate, be counted as working time.

## **SUSTAINABILITY AND DIGITALISATION**

### **Organisation agreement on sustainability and digitalisation**

The parties agree that employees must be able to utilise the technology of digitalisation, as well as understand its possibilities and challenges. In recent years, there have been a number of new training programmes that focus on digitalisation and technology at several different educational levels. The parties agree to support and contribute towards more persons seeking training and continued training in order to develop their skills within digitalisation and technology.

Technological understanding and digital skills are important, as is new knowledge and training, which equips newly trained persons to live up to the rising expectations for e.g. knowledge about sustainable technological solutions and climate impact.

Technology and sustainability are closely linked and technological solutions will often be one of the paths to greener and more responsible products / services.

With this in mind, the parties agree to work towards more training in sustainability and digitalisation during the collective agreement period, which can equip both employees and enterprises to meet future demands in this area.

### **Agreement on electronic documents**

The enterprises can effectively supply wage slips and any other documents which shall be exchanged according to the ongoing employment relationship via the electronic post solutions that may be available, e.g. e-Boks, or via e-mail.

When the employee has opted out of receiving digital mail from public authorities, electronic solutions will not be used.

## **DATA PROTECTION**

### **Organisation agreement on data protection**

Dansk Erhverv Arbejdsgiver and HK PRIVAT agree that provisions in collective agreements and the procedures associated with these must be interpreted and processed in accordance with the General Data Protection Regulation (EU 2016/679), which applies in Denmark from 25 May 2018.

Dansk Erhverv Arbejdsgiver and HK PRIVAT agree that in implementing the General Data Protection Regulation, it must be ensured that the current practice of collecting, storing and processing the disclosure of personal data can continue in accordance with employment and labour law.

## **Trainees**

### **Agreement on pay and working conditions for trainees**

#### **1. SCOPE**

This provision applies to trainees covered by the Executive Order on Business, Office, Customer Contact Centre and Office Services Training Programmes and trainees enrolled in individual vocational training within the scope of the collective agreement, cf. the Training Danish Act on Vocational Training.

#### **2. FORMAL REQUIREMENTS**

The training agreement shall be signed by the enterprise and the trainee. This must be submitted to the vocational college, where it should be registered before the training programme can begin.

The training agreement is only valid if the enterprise is approved as a training centre for the relevant training area.

If the trainee is under the age of 18, the agreement must also be signed by their guardian(s).

The training agreement and associated training rules, notification forms and college enrolment form can be obtained from the local vocational college.

The length of the placement is set out in the Executive Orders on Wholesale and Office Training Programmes.

No later than the end of the probationary period, the enterprise's training manager should draw up a written training plan in conjunction with the trainee in accordance with the goals of the placement. The training plan should be signed by both parties.

### 3. PROBATIONARY PERIOD

The probationary period for trainees is three months.

Any time spent at college is not included in the probationary period, which is extended accordingly, and the trainee should be notified in writing of the new last day of the probationary period as soon as possible.

During the probationary period, the training agreement may be cancelled by either party without giving notice and without giving a reason.

### 4. MINIMUM PAYMENT RATE – TRAINEES

	1 March 2020 DKK/month	1 March 2021 DKK/month	1 March 2022 DKK/month
1 <sup>st</sup> year	11,422.00	11,616.00	11,814.00
2 <sup>nd</sup> year	12,732.00	12,948.00	13,168.00
3 <sup>rd</sup> year	14,008.00	14,246.00	14,488.00
4 <sup>th</sup> year	15,176.00	15,434.00	15,696.00

The specified wage rates are minimum payment rates, and higher rates may be agreed individually.

Remuneration for trainees on basic vocational courses follows the first-year trainee rate.

Trainees who have passed the higher commercial examination programme (HHX), upper secondary school leaving certificate, higher preparatory examination (HF) or higher technical examination programme (HTX) before the start of training are paid a supplement to the aforementioned wages, as follows:

1 March 2022	DKK 960.00/month
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Trainees who have passed the upper secondary school leaving certificate or higher technical examination programme (HTX) and who enter into a training agreement with a enterprise before they have completed their 18-week placement at business college, cf. section 4 of the current Executive Orders on Education and Training, are entitled to the applicable trainee wage from the time at which the training agreement takes effect.



For the first and second years, trainee office services and customer contact centre staff are paid in accordance with the trainee rates set out in the office and warehouse workers' collective agreement.

Trainees who, before the start of training, have completed level 1 or 2 of the commercial examination foundation course (HG 1 or HG 2), will be paid at the trainee rate for the second year.

If a training agreement is set to be completed in less than four years, the number of wage rates is reduced accordingly so that the last rates are applicable.

If a training agreement is entered into for e.g. three years and six months, the first six months are paid at the first rate and the remaining years at the second, third and fourth rate respectively.

If a training agreement has been entered into as a partial qualification course from a full apprenticeship, cf. the Executive Orders on Education and Training, the trainee is paid in accordance with the trainee wage rates shown in this section. Trainees are placed on trainee wage rates without any deduction, so trainees finish their training on the pay grade corresponding to the total length of the partial qualification course.

For trainees who do not pass the final examination, the training agreement may be extended until a new professional examination can be held.

If the failure to pass the final examination is due to a lack of training in the enterprise, a wage is paid during the extension in accordance with section 5.

#### **5. ADULT EDUCATION**

If a trainee begins the practical training after reaching the age of 21, the wages are agreed in each individual case on the basis of the individual's previous employment and training. If the trainee or employer so wishes, the wage levels can be agreed with the assistance of the parties.

Trainees who, at the start of the training agreement, have reached the age of 25, and who enter into a customised course of adult education, cf. the Executive Orders on Education and Training, are paid in accordance with the principles of section 5 of the collective agreement.

#### **6. ILLNESS, PREGNANCY AND CHILDBIRTH**

Please refer to the applicable legislation and to section 10 of the collective agreement.

#### **7. HOLIDAY AFTER COMPLETED TRAINING**

Trainees are covered by the Danish Holiday Act.

Should the trainee remain with the enterprise after completing the training, holiday is paid at the relevant wage.

#### **8. OCCUPATIONAL INJURIES**

Trainees are covered by the enterprise's occupational injury insurance throughout the training period, both the practical and the theory parts.

#### **9. WORKING HOURS – TRAINEES**

The working hours for trainees under the age of 18 are governed by the Danish Working Environment Act and the associated Executive Order from the Danish Ministry of Employment.

Trainees under 18 years of age must not be employed for more than a total of eight hours per day, and the normal weekly working hours for trainees must not exceed the usual working hours for adults employed within the same profession.

In exceptional cases, trainees may work during periods outside the normal working hours of the profession, though work carried out outside normal working hours should not exceed the extent that is usual for the profession and within the industry in question.



When evaluating this, employees on function-based pay should be excluded.

Where there is participation in all-day and all-week courses in accordance with the relevant Executive Orders on Education and Training, time off work is paid for the full day(s) or week(s) concerned.

#### **10. TRAVEL – TRAINEES**

The trainee is entitled to be reimbursed for travel expenses incurred in connection with time spent at college when the total distance there and back is at least 20 km per day.

Wherever possible the trainee shall use public transport. When public transport is used, the actual expenses incurred will be compensated. The cheapest and most appropriate form of travel must be used.

If using public transport leads to unreasonable inconvenience for the trainee, their own means of transport can be used. If the trainee's own transport is used, an allowance is paid for each kilometre driven in accordance with the rules of the Danish Ministry of Education when the total distance to and from college is 20 km or more.

Under the aforementioned rules, trainees staying in accommodation are given travel grants for travel between their usual residence and the place they are staying. This also applies to travel at weekends and during the Easter and Christmas holidays.

#### **11. REIMBURSEMENT OF EXPENDITURE ASSOCIATED WITH COURSES**

The enterprise always pays for the trainee's transport if the enterprise, in agreement with the trainee, chooses another college than the one located closest to the workplace and the travel distance does not exceed 20 km.

Rules issued by the Employers' Trainee Reimbursement Scheme in accordance with the Executive Order in force at any time apply otherwise.

The enterprise reimburses the trainee for expenditure on teaching materials up to DKK 800.00 for the complete training course. The enterprise also reimburses expenses incurred in connection with the final examination.

If the enterprise registers the trainee with a specific college according to the rules of the Danish Act on Vocational Training on free choice of college, the trainee's expenses for this are paid by the enterprise.

Where the trainee attends a residential business college, the enterprise pays the fees charged by the college for board and lodging as set by the Executive Order applicable at any time.

#### **12. PLACEMENT ABROAD**

Where aposting abroad forms part of the training and is specified in the training agreement or one of its supplements, the Danish enterprise is responsible for training.

The Danish enterprise pays the difference between the placement wage abroad and the Danish trainee wage under this collective agreement.

The Danish enterprise pays for any relocation and travel required for posts abroad.

#### **13. ACCESS TO GRANTS FROM THE SKILLS DEVELOPMENT FUND**

After six months' employment in the same enterprise (incl. any time spent at college, trainees are entitled to apply for grants from the Office and Warehouse Sector's Skills Development Fund. Grants are awarded for participation in training outside working hours to the same extent and under the same conditions as other employees covered by the collective agreement. Trainees are not considered to be under notice of termination, even if the training agreement has a fixed term.

#### **14. TRAINING OFFICER AND TRAINING MANAGER**

The training manager is responsible for ensuring that the practical part of the training course is carried out as set out in the Executive Orders on Education and Training. The training manager may appoint one or more training officers (trainers), who must be qualified on both a professional and personal level to undertake the work of training trainees. The training manager is also responsible for working with the trainee and the college to ensure that the final examination is completed in accordance with the Executive Order on Education and Training.

During the practical training period there shall be one or more skilled workers, or workers with equivalent qualifications, linked to the trainee in the capacity of training officer. This training officer makes sure that the trainee is trained according to the rules for the placement and the trainee's training plan.

It is recommended that the training officer have the requisite qualifications for taking charge of the training of trainees. These can, if necessary, be gained by attending the coaching course or similar courses designed by the parties.

#### **15. DISPUTES**

Attempts shall be made to resolve disputes between trainees and the enterprise by means of negotiation with the assistance of the parties to the collective agreement before any complaint is lodged with the Dispute Board.

#### **16. LENGTH OF SERVICE**

Should the trainee remain with the enterprise after completing the training, length of service is calculated from the date on which the training started.

For all other information, please refer to the Executive Orders on Education and Training and the other provisions of the collective agreement.

### **Ansence**

#### **Agreement on holidays**

This agreement has been entered into pursuant to the Danish Holiday Act.

The agreement applies to employment covered by the IT Workers' Collective Agreement between HK PRIVAT and Dansk Erhverv Arbejdsgiver.

The agreement, which is hereafter included in the basic collective agreement between Dansk Erhverv Arbejdsgiver and HK PRIVAT, means that the deviations from the Danish Holiday Act and associated executive order set out below shall apply to the said employment.

#### **1. INDUSTRIAL DISPUTE PROCEDURES**

Disputes concerning the provisions contained within this agreement shall be settled using the industrial dispute system and in accordance with the rules governing it. The parties further agree that disputes concerning other parts of the Danish Holiday Act can be settled by means of industrial dispute procedures provided that this has been agreed in the individual case.

#### **2. EARNING AND TAKING HOLIDAYS IN HOURS**

Holiday can be earned and taken in other ways than stipulated in the Danish Holiday Act, including in hours.

If an enterprise decides that holiday is to be earned and taken in six-day holiday weeks, it must be ensured that employees who work five days a week are not worse off than if they had taken holiday in a six-day holiday week.

If the holiday is earned in hours, a full-time employee earns 185 hours of holiday per entitlement year, equivalent to five weeks x 37 hours. Part-time employees earn a proportional number of hours of holiday per entitlement year.

In connection with this, it must be ensured that holiday is not taken for fewer hours than the planned number of working hours on the day in question and that the total holiday is not less than five weeks counted as 25 full days, where compensatory days off and working days are included proportionately. Holidays should be taken in full weeks as far as possible.

Holidays must reflect the working week and may not be scheduled exclusively on short or long working days.

When the employee leaves, holiday earned in hours will be converted to days.

An agreement on the earning and taking of hours can only be entered into if a holiday guarantee scheme is used.

If holiday is earned and taken in hours, the enterprise must inform the employees about this prior to the start of the entitlement year.

Where a holiday guarantee scheme is not used, a written agreement can also be made locally that holiday is to be taken in hours.

### **3. HOLIDAY WITHOUT PAY**

Please refer to section 5(3) of the collective agreement.

### **4. CARRYING OVER HOLIDAY**

The enterprise and the employee can enter into an agreement to carry over any accrued holiday entitlement in excess of four weeks to the following holiday year.

It is a prerequisite that the agreement be made in writing. The agreement must be entered into before the end of the holiday period (in 2020: before 30 September). The enterprise shall also within the same deadline give written notice to whoever is paying the holiday pay that the holiday is being carried over.

If an employee who has carried over holiday leaves before taking all the holiday, they will be paid for holiday in excess of five weeks. Holiday pay is calculated for monthly-paid workers at 12.5 per cent of the holiday entitlement pay at the leaving date.

If, however, the employee has earned holiday pay at a previous employer, the holiday pay is paid out from the holiday account ("FerieKonto") or from the previous employer, if a holiday guarantee scheme has been used.

Dansk Erhverv Arbejdsgiver provides a guarantee for transferred holiday, for which the holiday guarantee scheme of the collective agreement has been used.

Notice can be given that holiday carried over is to be taken within a month, since the holiday is considered to be outstanding holiday.

However, any holiday corresponding to holiday carried over can only be ordered to be taken in a notice period if the holiday has already been allocated to this period or if the parties agree otherwise on this.

Any holiday corresponding to holiday carried over cannot be considered as taken in a dismissal period unless this has been agreed.

### **5. OFFSETTING HOLIDAY ALLOWANCE**

The holiday allowance stipulated in the Danish Holiday Act is paid at the same time as the corresponding holiday begins, or the holiday allowance for the period from 1 September to 31 May is paid together with wages for May, while the holiday allowance for the remaining part of the holiday year is paid together with wages for August. If the holiday allowance is paid out before the holiday begins, this may be offset when the employee leaves.

### **6. ENTRY INTO FORCE**

This agreement enters into force on 1 September 2020, hereafter replacing the previous Agreement on holidays published on page 53 of the IT Workers' Collective Agreement 2017/2020.

### **Time off for union representative duties**

The parties agree that Dansk Erhverv Arbejdsgiver recommend to its member enterprises that members of HK PRIVAT's industry board, union committee, and HK's executive board be given the necessary time off to perform these duties. HK PRIVAT notifies Dansk Erhverv Arbejdsgiver of any decisions made.

## **Entry into force and termination of collective agreements**

### **Agreement on demarcation of IT Workers' Collective Agreement**

The parties agree that an enterprise's adoption of the collective agreement is demarcated on the basis of the legal entity. An enterprise's acceptance of the IT collective agreement does not therefore mean that its subsidiaries or other associates will be covered by the collective agreement.

## **Local agreements**

### **Agreement on local agreements**

It may be appropriate for both enterprises and employees to consider the opportunities for entering into local agreements that are adapted to the local conditions at the individual enterprise or in the individual department of an enterprise. Where a union representative has not been elected, local agreements can be entered into with a colleague (spokesperson) who is a member of HK/Privat and who has a power of attorney from at least half of the employees who form the collective agreement basis for the enterprise, department, or work function, where the local agreement applies.

Where a spokesperson has not been appointed, local agreements can be entered into between the enterprise and an employee majority and may be terminated on the same basis. A local agreement entered into by an employee majority may also be terminated by a subsequently appointed spokesperson or elected union representative, in accordance with the above rules.

Local agreements can thus be an opportunity for the individual enterprise to enter into decentralised agreements (in addition to the individual agreement options between enterprise and employee, which the agreement allows for). Local agreements can provide an opportunity to take into account the conditions of both the employees and the enterprises.

Local agreements can, for example, be used where there is a need or desire to take special operational considerations into account.

It is agreed that local agreements can be terminated with three months' notice, unless otherwise agreed. The leaving party is obliged to instigate the recording of local discussions prior to the end of the notice period. If no agreement can be reached in local discussions, an organisational meeting may be held if one of the local parties so wishes, which must also take place before the end of the notice period. Any organisational meetings are to take place at the enterprise, unless otherwise agreed.

Questions surrounding the termination of local agreements cannot be continued outside of the organisation meeting.

### **Agreement on organisation meetings in connection with settlement of disputes**

It is agreed that the organisation meeting, cf. section 19(1), following the wishes of HK/Privat can either be held as a mediation meeting (with participation of the local HK department) or as an organisation meeting (with participation of the HK union). Irrespective of the type of meeting, only one meeting may be held. The mediation meeting/organisation meeting shall be held at the enterprise unless otherwise agreed.

## Equal pay

### Agreement on implementing the Danish Equal Pay Act

#### SECTION 1.

There may not be any wage discrimination on grounds of sex in conflict with the rules set out in this agreement. This applies to both direct discrimination and indirect discrimination.

(2). Every enterprise must pay equal wages to men and women, with regard to all wage elements and conditions, for the same work or work that is assigned the same value. Particularly where a vocational classification system is used to set wages, this system must be based on the same criteria for male and female employees and set up in such a way that it rules out discrimination on grounds of sex.

(3). The assessment of the value of the work shall be based on an overall evaluation of relevant qualifications and other factors.

#### SECTION 2.

Direct discrimination occurs when one employee is treated less favourably, on grounds of sex, than another employee in a comparable situation. Any form of less favourable treatment of a female employee in connection with pregnancy and during women's 14 weeks' absence after the birth shall be regarded as direct discrimination.

(2). Indirect discrimination occurs when a provision, criterion or practice which is apparently neutral treats employees of one gender less favourably than employees of the other gender, unless the provision, condition or practice has an objective basis in a practical purpose and the means of fulfilling it are proportionate and necessary.

(3). Pay comprises the general basic or minimum wage and all other benefits that the employee receives directly or indirectly from the enterprise in money or in kind as a result of the employment relationship.

#### SECTION 3.

An employee whose pay is lower than another, contrary to section 1, shall be entitled to the difference.

(2). An employee whose rights have been violated as a result of wage discrimination on grounds of sex may be granted compensation. The compensation shall be based on the employee's length of service and the general facts of the case.

The compensation will normally be exhaustive. The parties have also agreed, however, that the Equal Pay Board established between Dansk Erhverv Arbejdsgiver and HK/Privat – HK HANDEL can impose fines when there is a breach of the rules on the preparation of equal pay statistics/reports broken down by gender, cf. section 6 below, or where there are specific circumstances.

Demands for fines, cf. subsection (2), must be raised no later than the organisation meeting, cf. rules on industrial disputes. After this, no demand for a fine may be raised unless there have been fresh breaches of section 6 or there is new information to support the presumption of systematic violations.

(3). Where a disagreement includes elements dealt with under the rules set out in the Cooperation Agreement, cf. section 6 below, it can be addressed in its entirety by the Equal Pay Board instead of the Cooperation Board, in accordance with the principle of a single system of sanctions.

#### SECTION 4.

An employee is entitled to disclose details of their own wage level. These details may be passed on to anybody.

#### SECTION 5.

A enterprise may not dismiss or suspend an employee, including a staff representative, for any other unfavourable treatment by the enterprise, in response to a complaint or because the employee or staff representative has submitted a claim for equal pay, including equal wage conditions, or because the employee

has passed on details of their pay. A enterprise may not dismiss an employee or a staff representative because they have submitted a claim pursuant to section 7(1).

(2). It is up to the enterprise to prove that a dismissal is not in conflict with the rules given in subsection (1). If the dismissal takes place more than a year after the employee submitted a claim for equal pay, the first sentence will only apply, however, if the employee can show objective circumstances to indicate that the dismissal was undertaken contrary to subsection (1).

(3). A dismissed employee may submit a claim for compensation or reinstatement. Any reinstatement must be in accordance with the principles laid down in the main agreement. The compensation shall be based on the employee's length of service and the general facts of the case.

#### **SECTION 6.**

A enterprise with at least 35 employees shall draw up annual pay statistics broken down by gender for groups of at least 10 employees of each gender grouped by the 6-digit DISCO code for use in consultation and information to employees on pay differences between men and women at the enterprise. This shall not apply, however, to enterprises in the agriculture, horticulture, forestry and fishing industries. If the pay statistics broken down by gender are regarded as confidential with respect to the enterprise's legitimate interests, the details may not be passed on.

(2). The pay statistics broken down by gender according to subsection (1) shall be drawn up for groups of employees with a level of detail corresponding to the 6-digit DISCO code. The enterprise is also obliged to explain the make-up of the statistics and the definition of "pay" used.

(3). Enterprises that report annual pay statistics to the Confederation of Danish Employers may request pay statistics broken down by gender according to subsection (1) from Dansk Erhverv Arbejdsgiver free of charge. Enterprises may also request pay statistics broken down by gender according to subsection (1) from Statistics Denmark.

(4) The enterprise's obligation to draw up pay statistics broken down by sex according to subsection (1) shall lapse if the enterprise enters into an agreement with the employees of the enterprise to produce a report. The report shall include a description of conditions that have a bearing on the pay of men and women in the enterprise, and any concrete action initiatives that may last up to three years, along with the detailed monitoring of these in the reporting period. The report must cover all the enterprise's employees and must be handled in accordance with the rules laid down in the Cooperation Agreement. The report must be produced by the end of the calendar year in which the obligation to draw up pay statistics broken down by gender was in place.

#### **SECTION 7.**

An employee who does not believe that the enterprise is meeting its obligation to pay equal wages under this agreement may apply to have the claim examined as an industrial dispute.

(2). If an employee who feels that their rights have been violated, cf. section 1, can show objective circumstances to indicate that direct or indirect discrimination has taken place, it is up to the enterprise to prove that the principle of equal treatment has not been violated.

#### **SECTION 8.**

Where HK/Privat finds grounds for an equal pay case, an inspection of the enterprise by the parties may be arranged before negotiations begin.

(2). In connection with the inspection/organisation negotiations, it shall be agreed what pay details are needed for use in a possible case.

#### **SECTION 9.**

Infringements of sections 1–5 and section 7(2) of the present implementing agreement may be brought before either the Equal Pay Board set up between DA and LO/the parties or the civil courts. HK/Privat has chosen the



forum to be used when a complaint/summons is lodged. Regardless of the choice of forum, the normal possibilities of negotiation shall be exhausted, cf. the introductory paragraphs and subsection (1) in section 19 of the collective agreement. Other matters concerning the interpretation, understanding and breach of the Danish Equal Pay Act or equivalent implementing agreements shall be brought before the Equal Pay Board set up between DA and LO/the parties.

#### **SECTION 10.**

The parties have agreed that the Danish Equal Pay Act will not then apply to employment relationships covered by the collective agreement, and that any disputes concerning equal pay shall be resolved within the industrial dispute system, but cf. section 9 of this agreement.

## **Pay**

### **Agreement on shift allowance**

The parties agree that voluntary agreements on the payment of shift allowances can be entered into at enterprises.

### **Agreement on escalation of free-choice account contributions**

**A.** Members of Dansk Erhverv Arbejdsgiver who have joined the IT Workers' Collective Agreement no later than three months after becoming a member may opt to phase in the free-choice account contributions under the following conditions, if the enterprise has not already established a free-choice account or similar scheme, or if the enterprise has a free-choice account or similar scheme with a lower contribution. An enterprise that prior to joining has a free-choice account or similar scheme with the same contribution as the contribution applicable at the time of joining, is not covered by points b to d below.

**B.** The enterprise may deduct from the wages the free-choice account contribution applicable at the time of joining, cf. section 5(2), second paragraph (DEPOSITS), exclusive of 4.0 percentage points. However, no more can be deducted than the individual employee continues to receive the minimum wage rates stipulated in the collective agreement as well as other mandatory wage components in accordance with the collective agreement.

**C.** From the time of joining, the enterprise is obliged to pay contributions to the free-choice account pursuant to section 5(2), second paragraph (DEPOSITS), exclusive of four percentage points, as well as contributions according to the phasing-in scheme below, in point d. If the enterprise does not wish to phase in, the full contribution is paid according to section 5(2), second paragraph (DEPOSITS).

**D.** With regards to the 4.0 percentage points, new members of Dansk Erhverv Arbejdsgiver may request phasing in as follows:

No later than three months after becoming a member of Dansk Erhverv Arbejdsgiver, but with effect from the first of a month, the enterprise will pay 1.0 per cent of the free-choice account contribution.

No later than one year after joining, 2.0 per cent will be paid in contributions to the free-choice account.

No later than two years after joining, 3.0 per cent will be paid in contributions to the free-choice account.

No later than three years after joining, 4.0 per cent will be paid in contributions to the free-choice account.

**E.** The manner in which the phase-in is to take place shall be specified in each case when a enterprise joins the collective agreement.

**F.** Any free-choice account or equivalent scheme existing at the time of the agreement's entry into force will be terminated and replaced by the collective agreement's free-choice account.



**G.** Phasing-in schemes established before 1 March 2020 remain unchanged.

With effect from 1 June 2020, HK PRIVAT will receive an updated membership list of Dansk Erhverv Arbejdsgiver's new members for the preceding month, no later than the 20th of each month.

### **Agreement on pay conditions for posted employees covered by the collective agreement**

This agreement applies to foreign enterprises who have joined the IT Workers' Collective Agreement regarding employees covered by said agreement.

Based on the principle of equal treatment, the remuneration of posted employees covered by the collective agreement must be determined in accordance with the wage provisions of the collective agreement.

Compensation that posted employees receive to cover expenses actually incurred in connection with the posting, for example for travel, board and lodging, cannot be included in the calculation of the remuneration according to the collective agreement and the posting enterprise's employee costs.

Posting allowance, which has not been paid as compensation for the employee's expenses in connection with the posting, is included in the calculation of the remuneration according to the collective agreement and the posting enterprise's total employee costs.

If it is not specified or clarified whether a supplement was actually incurred as compensation for expenses in connection with the posting or as a posting allowance, the entire supplement is considered to have been paid as reimbursement for expenses, cf. Article 3(7) of the Posting of Workers Directive.

## **Pension**

### **Agreement on pension schemes**

#### **1. Respect for existing agreements**

Existing enterprise schemes that cover all of the groups of employees covered by this collective agreement may take the place of Pension for salaried employees – PFA Pension under the following conditions:

Contributions to the scheme must always be at least equal to the contribution stipulated in the collective agreement, and they must at least provide the insured (or their dependants) with an old-age pension, cf. below, and a one-off sum of DKK 60,000 in the event of death or disability. If these conditions are not satisfied at the outset, the enterprise shall make efforts to ensure that the scheme is modified. In connection with any future modifications to contribution levels, the enterprise may withhold an amount of the employee's pay equal to the employee's contribution to the pension scheme stipulated in the collective agreement.

At least 50 per cent of the contribution to a pension scheme shall be used for a lifelong benefit (annuity).

Where a pension is phased in, payments shall first be made to the insurance elements stipulated in the collective agreement, such that the proportion of the pension contribution to be used for an annuity may be less than 50 per cent.

The above requirement applies to all pension schemes covered by the Salaried Employees' Collective Agreement.

Pension agreements already entered into at enterprises covered by the collective agreement, where the pension contribution to an instalment and/or capital pension exceeds 50 per cent, may be retained. Similarly, agreements entered into with parts of capital chains covered by the collective agreement and members of Dansk Erhverv Arbejdsgiver that differ from the above may be retained by shops/departments owned by the same capital chain that were not covered by the collective agreement at the outset.

Enterprises covered by the collective agreement in the future – whether they are current or future members of Dansk Erhverv Arbejdsgiver – will fall under a pension obligation from the date on which the collective agreement comes into force. The conditions under which existing pension agreements entered into for such enterprises may be considered to satisfy the pension obligations laid down in the collective agreement are that the agreements should have been entered into before the request for a collective agreement was made, that the conditions listed above concerning compliance with other agreements should be satisfied (requirements relating to the benefit structure), and that any modification to the agreements that may be needed should be made no later than six months after the collective agreement has entered into force.

In groups, the same principles of compliance with existing agreements shall apply as in enterprises in general in relation to this agreement. However, an enterprise within a group that is covered by the collective agreement but does not have an existing pension agreement may meet the pension obligation set out in the collective agreement via an existing pension agreement applied elsewhere in the group. This shall only apply, however, if this agreement is generally applied within the group, and if the agreement in the enterprise concerned covers all employees under the collective agreement in that enterprise.

## **2. GROSS PAY AGREEMENTS**

Gross pay agreements, i.e. agreements that stipulate that the pay should be determined on the basis of the employee taking the initiative to establish a pension scheme and finance the contributions from their pay, shall be respected provided that they can be documented and were entered into before the end of December 1992, and on these further conditions:

Under a gross pay agreement, a pension scheme has to be established that meets the requirements for existing agreements laid down in the present agreement, cf. above concerning contributions to existing schemes. A gross pay agreement that the employee did not follow up by establishing a pension scheme before 1 November 1993 – or for enterprises covered by the collective agreement in the future, no later than three months after the collective agreement entered into force – must be followed up at the request of the enterprise to ensure that a pension scheme is established.

In this connection, the enterprise may withhold an amount of the employee's gross pay equal to the contribution to the pension scheme stipulated in the collective agreement (the sum of the agreed employee's and employer's contributions). If this has not been done before the deadline, a pension scheme for the employees concerned shall be established within the scheme established by the parties to the collective agreement. The full amount shall be withheld by the enterprise from the gross pay and paid to the pension enterprise.

Gross pay agreements entered into from 1 January 1993 onwards shall be followed up by establishing a pension scheme within the scheme founded by the parties, and again the enterprise may withhold an amount of the employee's gross pay equal to the contribution to the pension scheme stipulated in the collective agreement (the sum of the agreed employee's and employer's contributions).

## **3. OFFSET**

Where an enterprise is already meeting its pension obligations in accordance with the collective agreement, no changes shall be made to the total of individual employee's pay and employer's contribution to the scheme as a result of the mandatory pension contribution under the collective agreement, provided that the enterprise makes use of its offset facility under the collective agreement.

## **4. PHASING IN OF PENSION**

- a. Future members of the Dansk Erhverv Arbejdsgiver who have joined the IT Workers' Collective Agreement no later than three months after becoming a member may opt to phase in the pension scheme under the following conditions. However, this excludes enterprises which HK Handel or HK/Privat required to join the collective agreement before they became a member of Dansk Erhverv Arbejdsgiver.
- b. The same applies to members of Dansk Erhverv Arbejdsgiver not currently covered by the collective agreement. In this connection, a representative of HK, by agreement with the enterprise, may visit the enterprise with the aim of discussing the option to set up a collective agreement with enterprise

management. HK shall, at the same time as it approaches the enterprise, give written notification of this to Dansk Erhverv Arbejdsgiver.

c. The pension scheme shall be phased in as follows:

No later than three months after becoming a member of Dansk Erhverv Arbejdsgiver, but with effect from the first of a month, 20 per cent of the pension contribution applicable on this date shall be paid.

One year after joining, the pension contribution shall be increased to 40 per cent of the pension contribution applicable on this date.

Two years after joining, the pension contribution shall be increased to 60 per cent of the pension contribution applicable on this date.

Three years after joining, the pension contribution shall be increased to 80 per cent of the pension contribution applicable on this date.

Four years after joining, the pension contribution shall be increased to the pension contribution stipulated in the collective agreement.

The enterprise's contribution represents 2/3 and the employee's contribution 1/3.

d. The manner in which the phase-in is to take place shall be specified in each case when an enterprise joins the collective agreement.

e. The agreement on pension schemes within the collective agreement shall apply.

#### **5. CONDITIONS OF ENTITLEMENT TO A PENSION**

All employees shall have a pension scheme in place once the following conditions have been met:

The scheme covers employees who have reached the age of 18.

However, the age requirement for trainees is 20 years.

The employee must have been employed continuously for three months at one or more enterprises covered by the collective agreement. This length-of-service requirement is set aside in cases where the employee was already covered by an occupational pension scheme based on a collective agreement when they were hired.

For employees who fulfil the aforementioned conditions, it is also the case that other conditions agreed between the parties in order to achieve risk coverage and receive insurance benefits must be met.

For employees who have reached retirement age and where it is not possible to pay premiums for risk insurance, the full pension contribution goes to the old-age pension.

For employees who receive retirement benefits but are still active on the labour market and fulfil the conditions for entitlement to the pension scheme, the enterprise's pension contributions go to an annuity/early old-age pension without insurance elements. The enterprise and the employee can enter into an agreement on the enterprise's contribution being paid as an allowance not giving entitlement to holiday which is paid out annually together with the holiday allowance stipulated in the Danish Holiday Act. When the employee leaves, this will be paid together with the final wage payment. Where it has been agreed between the enterprise and the employee that the enterprise's contribution is paid together with the holiday allowance, the enterprise can from 1 May 2020 choose to pay the enterprise contribution on an ongoing basis with the wage as an allowance not giving entitlement to holiday.

**Amendment as per 1 May 2020:**

For employees who reach retirement age on 1 May 2020 or later, the following applies:

If the employee is still in employment after reaching retirement age, the employee must first choose whether pension savings are to continue (if possible), or whether the pension contribution is to be paid on an ongoing basis as an allowance not giving entitlement to holiday. The insurance coverage ceases when the employee reaches retirement age. If the employee does not make a choice, the enterprise continues to pay into the pension scheme.

Employees who have reached the age of 60 and are not already covered by a pension scheme will not be enrolled in an occupational pension scheme. The enterprise's pension contribution shall be paid to these employees together with their holiday allowance. From 1 May 2020, the enterprise can choose to pay the enterprise's pension contribution on an ongoing basis with the wage as an allowance not giving entitlement to holiday.

Unless otherwise stated in this agreement, the pension scheme shall be set up with:

Pension for salaried employees – PFA Pension

Sundkrogsgade 4

DK-2100 Copenhagen Ø

Tel.: +45 3917 5000

## **6. CHANGE OF PENSION PROVIDER**

Enterprises covered by the collective agreement that wish to change their pension provider are permitted to do so.

The following conditions shall be met when there is a change of pension provider:

- A ballot on the change of pension provider shall be held among the employees at the enterprise who are entitled to a pension. The enterprise will inform the employees of the details and consequences of any change. If a majority of the votes cast are in favour of a change in provider, then this can take place.
- The conditions set out in the collective agreement for a change of provider must be met.
- The transfer of the employees' deposits in conjunction with a change must take place at no cost to the employees. No deductions may therefore be made from the deposits by either the ceding enterprise or the receiving enterprise.
- If the administration costs charged by the pension provider are increased extraordinarily in relation to general market terms, the parties are agreed that the pension can be moved to an occupational pension chosen by the enterprise, the administration costs of which are in line with general market terms.

## **7. FREE-CHOICE ACCOUNT**

Please also refer to the rules agreed on the free-choice account, cf. section 4(2).

## **8. INDEMNITY**

Documentation to show that enterprises covered by the collective agreement are satisfying the pension provisions in that agreement may be provided by way of a declaration from the pension insurance enterprise confirming that the scheme meets the requirements for pension schemes laid down in the collective agreement and that the pension enterprise vouches for this.

## **9. RISK SURPLUS**

Any risk surpluses arising from insurance cover shall be used to adjust the premiums or paid into the funds of those insured.

## **10. REDEMPTION OF PENSION SCHEME**

The pension scheme may only be redeemed if the insured takes up permanent residence abroad. Redemption shall be subject to the applicable tax rules.

Smaller pension funds may be redeemed in accordance with the applicable tax rules. The parties shall agree an upper limit for redemption. As of 1 March 2017, this limit has been set at DKK 8,000.00.

#### **11. ADMINISTRATION COSTS IN COMPANY PENSION SCHEMES**

The parties agree it is of central importance that the administrative costs of company pension schemes are responsible, and that the costs should be kept at an appropriately low level. Costs should therefore correspond at all times to the supplements allocated to individual employees/pension recipients.

#### **Guidance on change of pension provider**

The following rules shall apply when there is a change of pension provider:

Enterprises covered by the collective agreement that wish to change their pension provider are permitted to do so. However, this does not apply to enterprises which have previously had pension agreements with FunktionærPension, or which are otherwise covered by the FunktionærPension portfolio in Pension for salaried employees – PFA Pension. Ultimately, enterprises which have already entered a pension scheme before entering the collective agreement, and will thus be covered by the Pension for salaried employees upon adoption of the collective agreement, cannot change their pension provider unless the parties come to an agreement on this.

The conditions for changing pension provider are:

- A ballot on the change of pension provider shall be held among the employees at the enterprise who are entitled to a pension.
- The enterprise must inform the employees of the details and consequences of any change. If a majority of the votes cast are in favour of a change in provider, then this can take place.
- The conditions set out in the collective agreement for a change of provider must be met. These conditions are that there must be disability and death cover of at least DKK 60,000 and a old-age pension.
- The transfer of the employees' deposits in conjunction with a change must take place at no cost to the employees. Therefore no deductions may be taken from the deposits by either the ceding enterprise or the receiving enterprise.

It is often the enterprise that takes the initiative to change pension providers, sometimes at the request of the employees. It is important for the employees that the process for changing pension providers should be handled in a satisfactory way.

#### **CONSULTATION COMMITTEE**

If the enterprise has a consultation committee, this must be informed of the enterprise's plans to change pension providers before the formal process is set in motion.

#### **WHO SHOULD PARTICIPATE IN THE BALLOT?**

The ballot shall take in those employees eligible for a pension who are covered by the IT Workers' Collective Agreement.

If the enterprise is covered by both the IT Workers' Collective Agreement and Salaried Employees' Collective Agreement for Trade, Knowledge and Services, a separate ballot shall be held for each agreement.

A list should therefore be produced of employees eligible for a pension who are to take part in the ballot.

In order to be eligible for a pension under the collective agreement, the following conditions must be satisfied on the date of the ballot:

- The employee must have reached the age of 18.
- However, the age requirement for trainees is 20 years.

- The employee must have been employed continuously for three months at one or more enterprises covered by the collective agreement, unless the employee is already covered by a collective occupational pension scheme upon joining the enterprise.

### **INFORMATION MATERIAL**

The decision to change pension providers may have significant long-term financial consequences for employees' insurance and pension conditions. Any decision to change pension provider should therefore be taken on a well-informed basis.

It is the enterprise's duty to inform the employees of the details and consequences of any change. It may therefore be helpful to produce an overview of the differences between the relevant pension schemes. The information may be drawn up by the relevant pension providers.

The information may be provided in various ways.

The parties recommend that the pension providers should draw up an easily understandable and concise set of information material explaining the advantages and drawbacks of the different products offered by the enterprises. This written material should be supplemented by the provision of a staff meeting at which information is given and employees have the opportunity to ask questions.

Employees should be given a period of at least 14 days to seek advice and guidance before the ballot on a possible change of pension provider is held.

### **NO COSTS TO EMPLOYEES**

A change of pension provider must not entail any costs to those insured. This means that changes of pension provider must not involve any deduction from the insured persons' funds. If the "old" pension provider changes a fee for winding up the fund, the enterprise or the new pension provider shall bear the cost of this.

### **INSURANCE BROKERS**

Insurance brokers are independent persons or enterprises whose role is to obtain the best possible insurance conditions for their customers. Insurance brokers are the enterprise's advisors.

Where an insurance broker is involved in the change of pension provider, it is recommended that the enterprise should inform employees of how the broker is to be paid. This information can be provided together with the other details given to employees in connection with the change of pension provider.

### **THE BALLOT ITSELF**

There are no rules laid down in the collective agreement for the way in which the ballot should be conducted.

The ballot may therefore be handled in the way the enterprise finds most appropriate.

If there is a request for a secret ballot, the enterprise must consider whether to comply with this request.

If doubts are subsequently raised as to whether the ballot was conducted correctly, the enterprise needs to be able to document this.

The parties therefore recommend that the ballot should be held in writing. The enterprise may establish a ballot committee with one representative from management and one from the staff.

No approval is required.

Dansk Erhverv Arbejdsgiver or HK do not have to approve a change of pension provider.



## Collective agreement on pension conditions for employees in flexjobs

For collective agreements within the DA/LO area, including accession agreements, which contain provisions on membership of an occupational pension scheme without a prior health assessment, and which do not have and are unlikely later to include special provisions on pension conditions for employees in flexjobs, cf. Danish Act on Active Social Policy or later legislation on flexjobs, the following shall apply:

### SECTION 1.

Persons who, when employed in flexjobs pursuant to the Danish Act on Active Social Policy or later legislation on flexjobs, are already covered by or members of one or more pension schemes set up as part of an employment relationship may arrange for their pension contributions to go to the pension scheme that they last paid into.

Persons who, when employed in flexjobs pursuant to the Danish Act on Active Social Policy or later legislation on flexjobs, are not already covered by or members of a pension scheme set up as part of an employment relationship or do not wish to pay into an existing pension scheme may arrange for their pension contributions to go to the pension scheme specified in the collective agreement. These persons shall be admitted to the pension scheme specified in the collective agreement in accordance with the conditions of insurance in place at the date of admission.

### SECTION 2.

Provisions in collective agreements and other agreements pursuant to these on special pension provisions for flexjob holders shall take precedence over this agreement.

### SECTION 3.

Where there is any disagreement on exercising the rights laid down in the present agreement, this shall be handled according to the normal rules of industrial disputes and employment law.

### SECTION 4.

This agreement shall take effect from 1 March 2003.

The agreement may be terminated by giving six months' notice to 1 January of any year. If one of the organisations desires any changes to the agreement, it shall inform the other party of this six months prior to termination, whereupon negotiations shall be entered into without recourse to arbitration in order to reach a consensus and so avoid termination of the agreement.

If the negotiations on a renewal after prior termination are not completed by 1 January of the year in question, the agreement shall apply even though the termination date has been exceeded, until the current collective agreements are replaced by new ones, and it shall then lapse when the new collective agreements enter into force.

## Framework agreements

### Agreement on implementing the Framework agreement on harassment and violence at work

HK/Privat and Dansk Erhverv Arbejdsgiver have entered into the following agreement to implement the EU framework agreement of 26 April 2007 between BusinessEurope, UEAPME, CEEP and ETUC on harassment and violence at work.

The parties agree that it is a shared responsibility to work to prevent harassment and violence at work, and to follow up any instances where employees, managers or employers are subjected to bullying, harassment and violence.

The aim of the agreement is to increase awareness and understanding of workplace harassment and violence and to provide an action-oriented framework to identify, prevent and manage problems of bullying, harassment and violence at work. It is agreed that the parties have already drawn up material on dealing with harassment through cooperation in BAR Privat Kontor.



During the period of the collective agreement, the parties will discuss the framework within which problems of bullying, harassment and violence can best be resolved under the auspices of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service.

In this connection the parties will investigate whether further tools need to be developed for workplaces to use to prevent and manage harassment and violence. These tools may be developed under the auspices of BAR Privat Kontor.

The parties also intend to discuss how knowledge of bullying, harassment and violence can be disseminated to employers, managers and employees under the auspices of the Salaried Employees' Collective Agreement for Trade, Knowledge and Service.

## Fixed-term work

### Agreement on implementing the EU Fixed-term Work Directive

Implementation of Council Directive 99/70/EC of 28 June 1999 on the framework agreement concerning fixed-term work entered into between EFS, UNICE and CEEP.

Dansk Erhverv Arbejdsgiver and HK/Privat have entered into the following agreement in order to implement Council Directive 99/70/EC of 28 June 1999 on the framework agreement concerning fixed-term work in the IT Workers' Collective Agreement.

The parties to the collective agreement agree that:

- the collective agreements between the parties do not conflict with the provisions of the above Directive; and
- the trade union agreement implements the above Directive.

#### SECTION 1. PURPOSE

The purpose of the agreement is:

- a. to improve the quality of fixed-term work by ensuring the application of the principle of non-discrimination;
- b. to establish a framework to prevent abuse arising from the use of successive fixed-term employment contracts or relationships.

#### SECTION 2. SCOPE

This agreement shall apply to all employees in fixed-term employment who are covered by the collective agreement entered into between the parties.

The agreement shall not apply to:

- a. employees on initial vocational training and apprenticeship schemes;
- b. persons supplied to a user enterprise by a temporary staff agency.

#### SECTION 3. DEFINITIONS

For the purpose of this agreement:

- a. "a fixed-term worker": means a person having an employment contract or relationship entered into directly between an employer and a worker where the end of the employment contract or relationship is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.

- b. "a comparable permanent worker": means a worker with an employment contract or relationship of indefinite duration, in the same establishment, engaged in the same or similar work/occupation, due regard being given to qualifications/skills.

Where there is no comparable permanent worker in the same enterprise, the comparison shall be made with a full-time worker covered by one of the collective agreements between the parties.

#### **SECTION 4. PRINCIPLE OF NON-DISCRIMINATION**

In respect of employment conditions, fixed-term workers shall not be treated in a less favourable manner than comparable permanent workers solely because they have a fixed-term contract or relationship unless different treatment is justified on objective grounds.

The principle of proportionate pay and proportionate rights shall apply to the area covered by the present agreement.

Length-of-service qualifications in the collective agreement between the parties relating to particular conditions of employment shall be the same for fixed-term workers as for permanent workers except where different length-of-service qualifications are justified on objective grounds.

#### **SECTION 5. PROVISIONS ON ABUSE**

To prevent abuse arising from the use of successive fixed-term employment contracts or relationships, the renewal of such employment contracts or relationships shall be based on objective circumstances reflecting the situation of the enterprise or the nature of the work or matters specific to the industry or the employee.

The parties agree that the above text is not intended to bring about any change to the rules and legal practice applicable to workers covered by the existing collective agreement between the parties.

#### **SECTION 6. INFORMATION AND EMPLOYMENT OPPORTUNITIES**

Employers shall inform fixed-term workers about vacancies which become available at the enterprise to ensure that they have the same opportunity to secure permanent positions as other workers.

Such information may be provided personally via the relevant trade union representatives or by way of a general announcement at a suitable place in the undertaking or establishment.

As far as possible, employers should facilitate access by fixed-term workers to appropriate vocational training opportunities to enhance their skills, career development and occupational mobility.

#### **SECTION 7. INFORMATION AND CONSULTATION**

Fixed-term workers shall be taken into consideration in calculating the threshold above which workers' representative bodies provided for in national and Community law may be constituted in the undertaking as required by collective agreements, Acts, etc.

As far as possible, employers should give consideration to the provision of appropriate information to existing workers' representative bodies about fixed-term work in the undertaking.

#### **SECTION 8. CONCLUDING PROVISIONS**

This agreement shall not affect the protection given to fixed-term employees by the existing collective agreements between the parties.

This agreement is subject to more specific Community provisions.

Any disagreement concerning the present agreement shall be handled according to the normal rules of industrial disputes and employment law.

The trade union agreement enters into force on 10 July 2002. Cases concerning the interpretation of this agreement that are subject to industrial dispute procedures cannot be brought forward before this date. This does not, however, apply to breaches of collective agreement provisions.

In the event of termination of the collective agreement, the parties are obliged to comply with the provisions of the present agreement relating to the implementation of Directive 99/70/EC of 28 June 1999 on the framework agreement concerning fixed-term work entered into between EFS, UNICE and CEEP until another agreement takes its place or the Directive is amended. The parties agree that there should be no recourse to arbitration in connection with this implementing agreement.

## Senior employees scheme

### Agreement on retirement scheme

The employee is entitled to enter a senior employees' scheme from a period of five years before the old-age pension age for the employee in force from time to time.

#### **FREE-CHOICE ACCOUNT**

In the senior employees' scheme, the employee can choose to use payments into the free-choice account to finance senior employees' days off.

#### **PENSION CONTRIBUTIONS**

If the employee should wish for further senior employees' days off, it is possible to convert continuous pension contributions, section 6. The converted pension contribution is also deposited in the employee's free-choice account.

#### **SPECIAL HOLIDAY DAYS NOT TAKEN**

The employee and the enterprise may agree that from a period of five years before the implementation of the senior employees' scheme, the employee can save the value of special holiday days not taken and accumulate this, cf. section 12. The value hereof can be paid in connection with taking of further senior employees' days off.

According to this provision, a maximum of special holiday days can be taken corresponding to the accumulated amount, cf. the payment below.

#### **TAKING OF SENIOR EMPLOYEES' DAYS**

When taking senior days off, the free-choice account is reduced with an amount corresponding to payment during illness. Illness prior to a scheduled senior employee day off permits a compensatory senior employee day off.

#### **CHOICES REGARDING SENIOR EMPLOYEE SCHEME**

Unless otherwise agreed, the employee must inform the enterprise in writing in May (in 2020, 1 June at the latest) whether the employee wishes to enter into a senior employees' scheme with senior employees' days off in the next holiday period and how big a part of the pension contribution the employee wishes to convert into wages with regards to this. In addition, the employee must inform the enterprise how many senior employees' days off he or she wishes to take in the next holiday year. This choice is binding for the employee and will continue in the following calendar year. However, each year in May (in 2020, 1 June at the latest) the employee can inform the enterprise if the employee wants any changes for the next holiday period.

#### **TRANSITION TO THE NEW HOLIDAY YEAR**

The number of senior employees' days off (on which the employee must make a choice by 1 June 2020 at the latest), can be taken in the period from 1 May 2020 to 31 December 2021. The employee must make a new choice regarding senior employees' days off in May 2021, with effect for the holiday period beginning on 1 September 2021.

In the first year of the senior employees' scheme, the conversion is made starting from the payroll period where the employee is five years from the old-age pension age in force from time to time.

Unless otherwise agreed, the timing of senior employees' days off will take place according to the same rules applicable to the timing of special holiday days, cf. section 12.

#### **ALTERNATIVE WAYS OF REDUCING WORKING HOURS**

As an alternative to senior employees' days off, the employee and the enterprise can agree a reduction in working hours in the form of e.g. longer off-work periods, a permanent reduction in weekly working hours or other.

At agreement on permanent reduction in weekly working hours, the converted pension contribution can be paid on an ongoing basis as a special allowance to the wages.

The conversion does not alter the existing basis of calculation of the collective agreement and is therefore cost neutral for the enterprise.

The provision enters into force on 1 March 2017 meaning that employees can take senior employees' days off at the earliest in the 2017-2018 holiday year.

## **Foreign workers**

### **Agreement on the code for agreements with foreign workers**

It is agreed that it may be appropriate for the enterprise to take care of housing, transport, etc., for foreign workers during their stay in Denmark.

It is also agreed that these workers should be able to enter into a voluntary agreement with the enterprise for the purchase of services in connection with the employment relationship, and that in the parties' understanding, making the employment conditional on the workers entering into any such agreement would constitute a breach of the collective agreement.

It is further agreed that these workers, after entering into a voluntary agreement with the enterprise for the purchase of services, shall be able to terminate the agreement by giving one month's notice to the end of a month, unless a different, shorter notice period has been agreed.

Where member enterprises of Dansk Erhverv Arbejdsgiver enter into such voluntary agreements with their foreign workers, the parties have agreed that the natural thing is for payment for these services to be deducted from their wages.

When using foreign subcontractors, the parties to the agreement recommend that enterprises covered by the agreement, prior to using foreign subcontractors to perform work at the enterprise's locations in Denmark, inform the union representative and provide all relevant background information on the subcontractors, such as what work they will perform and its expected duration.

## **Training**

### **Agreement on handling omitted reporting/payment to the Skills Development Fund**

In the current scheme, Kompetencefonde.dk is responsible for collecting contributions to the Skills Development Fund on behalf of the trade unions. Kompetencefonde.dk sends letters to the enterprises explaining how reporting and payment should be handled.

#### **FAILURE TO REPORT**

Based on reports to Kompetencefonde.dk from Dansk Erhverv Arbejdsgiver, Kompetencefonde.dk sends notifications to the enterprises that they are required to report via Kompetencefonde.dk. If the enterprise does

not report, Kompetencefonde.dk reminds the enterprise twice before forwarding details of the lack of reporting to Dansk Erhverv Arbejdsgiver. Kompetencefonde.dk supplies details of the failure to report to Dansk Erhverv Arbejdsgiver 14 days after sending the second reminder.

On receipt of these details from Kompetencefonde.dk, Dansk Erhverv Arbejdsgiver has six weeks to ensure that the enterprise reports to Kompetencefonde.dk.

After this deadline, Dansk Erhverv Arbejdsgiver forwards to HK/Privat a list of enterprises that still have not reported to Kompetencefonde.dk after the reminder procedure from Dansk Erhverv Arbejdsgiver.

An organisation meeting shall be held at the request of either of the parties. This request shall be submitted no later than 14 days after Dansk Erhverv Arbejdsgiver has sent HK/Privat the list of member enterprises that have not reported.

HK/Privat will then send the cases to the Danish Confederation of Trade Unions (LO) with a view to convening a joint meeting.

**FAILURE TO PAY**

Based on reports to Kompetencefonde.dk, Kompetencefonde.dk sends a bill to the enterprise. If the enterprise does not pay, Kompetencefonde.dk reminds the enterprise twice before forwarding details of the failure to pay to Dansk Erhverv Arbejdsgiver. Kompetencefonde.dk supplies details of the failure to pay to Dansk Erhverv Arbejdsgiver 14 days after sending the second reminder.

On receipt of these details from Kompetencefonde.dk, Dansk Erhverv Arbejdsgiver has six weeks to ensure that the enterprise pays the amount billed.

After this deadline, Dansk Erhverv Arbejdsgiver forwards to HK/Privat a list of enterprises that still have not made payment to the Skills Development Fund after the reminder procedure from Dansk Erhverv Arbejdsgiver.

An organisation meeting shall be held at the request of either of the parties. This request shall be submitted no later than 14 days after Dansk Erhverv Arbejdsgiver has sent HK/Privat the list of enterprises that have not made payment.

HK/Privat will then send the cases to the Danish Confederation of Trade Unions (LO) with a view to convening a joint meeting.

**AGREEMENT ON THE IMPOSITION OF FINES**

Dansk Erhverv Arbejdsgiver and HK/Privat have agreed the following system of fines in cases concerning the Skills Development Fund, where reporting/payment has not taken place before the case was passed to HK/Privat:

- Failure to report or delayed reporting to the Skills Development Fund
- Failure to pay or delayed payment of contributions

	1 <sup>st</sup> time	2 <sup>nd</sup> time	3 <sup>rd</sup> time	Subsequent times
Failure to report Out-of-court fine	DKK 2,000	DKK 4,000	DKK 6,500	Same
Failure to pay Out-of-court fine	Min. DKK 2,000 or 20 per cent	Min. DKK 4,000 or 20 per cent	Min. DKK 6,500 or 20 per cent	Same

Failure to report	DKK 3,000	DKK 5,000	DKK 8,250	Same
Failure to pay Fine agreed at joint meetings	Min. DKK 3,000 or 25 per cent	Min. DKK 5,500 or 25 per cent	Min. DKK 8,250 or 25 per cent	Same

The reference period for repeated instances is the preceding three years.

The agreement enters into force on 1 March 2012 for cases of failure to report/pay from the 2012 payment and reporting year onwards.

Either party may terminate the agreement by giving three months' notice, but no earlier than 28 February 2014.

## Agreement on the Skills Development Fund

### 1. PURPOSE

The purpose of the Office and Warehouse Sector's Skills Development Fund is to provide for the development of employees' skills in order to maintain and enhance the competitiveness of enterprises in a globalised economy. The purpose of the fund is also to support the development of employees' skills to maintain and enhance their employment opportunities.

With a view to further increasing efforts in this area, the parties have established the Office and Warehouse Sector's Skills Development Fund, which is intended to provide grants for training and skills development in the individual enterprise, including providing grants for employees to attend skills development activities of their choice.

With this agreement, the parties wish to create a dynamic basis for the use and administration of resources that the parties agree to allocate according to section 16(3) of the IT Workers' Collective Agreement on unused resources from the enterprise's skills initiatives. The aim is for these resources to be used for the benefit of employees' employment opportunities, in both the short and the long term, and to benefit the enterprise's skills development. At the same time, the competitiveness of IT enterprises should be promoted in the best possible way.

### 2. TIME OFF FOR TRAINING

The entitlement to time off for training laid down in the collective agreement has been extended to allow time for self-selected training which is relevant to employment within the scope of the IT workers' collective agreement. A condition of entitlement to time off for training that the enterprise does not consider relevant to the enterprise is that the employee can obtain a grant for this training according to the rules for skills development support set out below.

Employees with a minimum of six months' length of service shall be given an annual entitlement of up to two weeks' time off for self-selected training that is relevant to their employment within the scope of the collective agreement.

This time off may be used, for example, for training at both the basic and advanced levels, for both general and vocational continuing training and to take part in an assessment of prior learning in the public sector and relevant private-sector schemes.

### 3. GRANT

**A.** The enterprise shall pay a sum equal to DKK 920.00 per year per full-time employee covered by the collective agreement. For part-time employees, this amount shall be reduced pro rata.

**B.** Basis for calculation. The contribution shall be calculated from the number of employees covered by the IT Workers' Collective Agreement.



#### **4. OFFICE AND WAREHOUSE SECTOR'S SKILLS DEVELOPMENT FUND**

**A.** The parties to the collective agreement have established a jointly-owned scheme to administer the contributions and unused resources calculated according to section 3. The specific guidelines for this are laid down in the statutes of the Skills Development Fund. The parties shall be equally represented on the board of the fund.

**B.** The board of the fund shall take specific decisions on:

- the administration and collection of contributions;
- guidelines for allocation, cf. point (d);
- accounts etc., as the fund's accounts are subject to auditing;
- the determination and collection of VEU contributions, where this task is handed over to the parties in the labour market.

The board of the fund can also define guidelines for reporting of skills development support administered within the enterprise, in addition to the rules in section 5.

#### **C. REQUESTS FOR GRANTS**

Resources from the fund can be applied for by employees who are employed in a enterprise covered by the IT Workers' Collective Agreement if the enterprise has not established its own skills development account etc., cf. section (5). Applications shall be forwarded via the enterprise, which will confirm that the employment is covered by the IT Workers' Collective Agreement and also provide details of the employee's wages. Enterprises may also request grants from the fund's resources for use in training and skills development in the individual enterprise.

#### **D. APPLICATION**

Within the financial capacity of the fund, the Skills Development Fund may provide grants for employees' training activities covered by section 16(4) and (5) of the IT Workers' Collective Agreement. The resources may be used for:

- Grants to cover external training expenses (course fees, course materials, travel costs, if any, etc.).
- Grants to cover part of employees' lost wages during training, up to an amount that, together with any public compensation of lost wages, makes up 85 per cent of personal pay.

In allocating support, a reasonable balance should be sought among the different occupational groups covered by the collective agreement in relation to the payments made.

Within the financial capacity of the fund, the Skills Development Fund may also provide grants for enterprises' skills development. Grants can be requested for, among other things:

- Skills/training planning
- Costs associated with external training
- Costs associated with internal training comparable with external training
- Training in the form of e-learning
- Documentation of prior learning and development of methods for this purpose
- Intellectual capital accounts with the emphasis on employee skills

At least 55 per cent of the fund's resources should be used for self-selected training.

#### **5. SKILLS DEVELOPMENT SUPPORT ADMINISTERED WITHIN THE ENTERPRISE**

**A.** Member enterprises that themselves wish to administer the training resources may administer and pay out the resources mentioned in points a and b of section 3. The enterprise must have established a training committee and have at least 80 employees covered by point b of section 3.



- B.** If the requirement laid down in point a is no longer satisfied, the enterprise will be covered by section 4 with effect from the next calendar year. Any residual balance from the enterprise's skills development account shall be transferred to the Office and Warehouse Sector's Skills Development Fund.

**C. LOCAL BUDGETS AND PLANS**

The enterprise shall take steps to ensure that high-level budgets and priorities for the use of skills development account resources are established in consultation with employees. It is the enterprise's training committee that establishes the criteria for the awarding of grants. Grants can only be granted according to the rules in section 4 d.

The planning should take account of the possibility of giving grants both for skills development aimed at qualifying employees for other functions within the enterprise and skills development to enhance the individual employee's qualifications and opportunities for employment within the scope of the collective agreement, with the enterprise's general need for skills development also being taken into account.

Where agreed locally, the skills development account may be used for other training when an employee leaves the enterprise.

**D. ALLOCATION**

Employees can apply for a grant within the limits of point c. The training committee bears the overall responsibility for the criteria for allocating resources, cf. point c. It is a prerequisite for allocating a grant that resources must be available in the skills development account. The training committee may decide that resources should be collected in the account for use in future training activities. Unless otherwise agreed, unused resources that exceed one year of payments shall be transferred to the office and warehouse sector's Skills Development Fund. The enterprise's training manager shall assess whether the application falls within the criteria and budgets defined by the training committee, and shall allocate grants on this basis. If a grant is refused, the employee is entitled to receive a written explanation, and the trade union representative may ask to have the matter examined as an industrial dispute following consultation with the training committee. The matter cannot however be referred for industrial arbitration.

**E. ADMINISTRATION**

The enterprise shall ensure that its skills development account is kept topped up. The enterprise's audit function shall certify, along with the annual report, that resources have been allocated and used or transferred in accordance with these rules. The enterprise's compliance with its obligation to calculate, direct and settle course accounts shall be handled solely according to the rules for handling disputes, cf. section 19, including any industrial arbitration.

**6. OTHER COLLECTIVE AGREEMENT AREAS**

- A.** Dansk Erhverv Arbejdsgiver may decide to allow other collective agreement areas or other enterprises to be included in the scheme established under section 3. The accounting shall be separate so that resources from one area cannot be used in another.
- B.** Enterprises that follow the provisions in the IT Workers' Collective Agreement without being members of Dansk Erhverv Arbejdsgiver, e.g. in accession agreements, shall pay into the Office and Warehouse Sector's Skills Development Fund. The board of the fund may order these enterprises to pay a cost-based administration charge for the processing of applications from these enterprises and their employees. The board of the fund shall ensure that resources from these enterprises are kept separate in the accounts from the resources of member enterprises of Dansk Erhverv Arbejdsgiver.

**7. COLLECTIVE AGREEMENT PROVISIONS**

If there is a discrepancy between the contents of the collective agreement and the Agreement on the Skills Development Fund, the latter shall take precedence.

**8. BASIC CONDITIONS OF THE SCHEME**

If the Danish Parliament adopts rules in the period of the collective agreement that impose additional payment obligations or other obligations in the area of continuing training on the parties to the collective agreement, member enterprises and/or employees, the present agreement shall lapse.

### **Agreement on derogations from the Agreement on the Skills Development Fund**

It has been agreed to derogate from the Agreement on the Skills Development Fund that forms part of the collective agreement in the following areas:

- A.** The condition in the agreement requiring six months' length of service to acquire the right to time off for self-selected training, cf. section 2(2) of the agreement, shall not apply in the period of the collective agreement. There is therefore no length-of-service requirement in the collective agreement period.

However, the right to self-selected training does not apply in the notice period, cf. section 16(5), third paragraph, and the trainee's right to support for training outside working hours, cf. point 13 in the Agreement on pay and working conditions for trainees, page 46, which upholds the length-of-service requirement of six months.

- B.** The condition in the agreement to the effect that grants to cover part of employee's lost wages during training cannot exceed an amount that, together with any public compensation of lost wages, makes up 85 per cent of the personal pay, cf. section 4, point d of the agreement, shall be amended in the collective agreement period so as to cover 100 per cent of personal pay.

The agreement shall apply in the collective agreement period and shall lapse without further notice on 29 February 2023.

### **Agreement on staff appraisals**

In order to promote skills development among all employee groups, the parties are agreed on a joint initiative aimed at encouraging the use of staff appraisals in enterprises.

The parties undertake to work for the continued roll-out of staff appraisals in enterprises covered by the collective agreement based on marketing [www.samtalens123.dk](http://www.samtalens123.dk).

The parties also undertake to monitor developments in the roll-out and use of staff appraisals during the period of the collective agreement with a view to evaluating the joint marketing initiative.

The marketing initiative and follow-up will be organised under the auspices of the Training and Cooperation Fund for the Office and Warehouse Sector.

### **Agreement on qualification improvement**

In order to strengthen the skills development of enterprises and employees, the parties are agreed on an information initiative aimed at improving qualification levels and therefore competitiveness in enterprises.

The parties will work to increase the roll-out of

- individual skills assessment;
- improvement from unskilled to skilled status; and
- improvement from skilled to higher qualification levels

The initiative and follow-up will be organised under the auspices of the Training and Cooperation Fund for the Office and Warehouse Sector, which will also finance the initiative.

## Agreement on agreed qualification improvement

Entitlement is given to a qualification improvement at full university training level (60 ECTS points) over a period of three years. This means that they are free to enrol on a training course lasting no more than of 12 weeks, corresponding to 10 days of leave per academic module of 10 ECTS credits.

Conditions of this improvement include:

- The training course having been agreed with the employer
- The employee exercises the right to a total of six years of self-selected training, which are accumulated in two previous years (year 1 and 2), before the training begins, and is completed (year 3, 4 and 5)
- The 10 days of self-selected training earned in the next year after a completed university training course (year 6) are also considered to be used in connection with the training course.
- The employee receives their usual salary during training and course fees, materials, etc., are covered as is customary for self-selected training

To the extent the use of the Skills Development Fund, cf. this agreement, creates a lot of pressure on the fund's resources, the parties agree that the Board of Directors will set limits on its use for this purpose.

The enterprise can apply to the Skills Development Fund for 100% salary compensation for such agreements, assessed when calculating grants for self-selected training, offset by the State Educational Support for Adults scheme. This also applies to self-administrating enterprises.

The board of the Skills Development Fund shall determine the recommended academic course on the basis of the existing positive list.

The parties acknowledge the distinctive needs that exists in the IT area. HK/Privat and the Confederation of Danish Enterprise can therefore agree on special processes or guidelines in addition to what is specified above.

The board of the Skills Development Fund may recommend adjustments to the agreement during the collective agreement period.

It is agreed that the above is a pilot scheme applicable only in the period of the collective agreement. The pilot scheme will therefore lapse on 28 February 2023.

## Agreement on Training and Cooperation Fund

The parties have set up a training and cooperation fund for the office and warehouse sector.

The purpose of the fund is:

- To promote and develop training and qualification levels within the office and warehouse sector with a particular view to ensuring that enterprises have a qualified workforce.
- To develop and trial training programmes which do not exist in the traditional education system.
- To finance fees for the trade union representatives.

Please also refer to the fund's statutes as laid down by the parties to the collective agreement.

## FINANCING

The enterprises shall pay in a sum equivalent to DKK 685.50 per year per full-time employee covered by the collective agreement. This amount shall be adjusted on 1 January 2023 to DKK 768.00.

For part-time employees, this amount shall be reduced pro rata.

The board of the fund is authorised to adjust the contribution if the new tasks of the fund make this necessary.

The financial year is the same as the calendar year.

Contributions to the fund are paid to Dansk Erhverv Arbejdsgiver.

### **Agreement on phasing in of contributions to the Training and Cooperation Fund**

Members of the Dansk Erhverv Arbejdsgiver who have joined the collective agreement no later than three months after becoming a member may request that contributions to the Training and Cooperation Fund in the Office and Warehouse Sector start being paid one year and six months after joining, at the earliest.

It is specified in each individual case when payment begins in connection with the collective agreement's entry into force.

### **Agreement on training committees etc. (self-administration of skills development funds)**

The parties have agreed that self-administration of skills development funds shall be permitted on the following conditions:

#### **REPRESENTATION**

A joint training committee for which employees can elect representatives shall be established at enterprises that self-administrate.

In the event that employees in the enterprise have elected a trade union representative, this person is a member of the training committee. At enterprises with several union representatives, these must decide amongst themselves who shall be the representative(s) for the area covered by the collective agreement.

All employees elected to the training committee shall fulfil the same conditions as for being eligible for election as trade union representative in the area covered by the collective agreement.

The parties agree that where a consultation committee exists, the training committee may constitute a sub-committee of this.

#### **JOINT ADMINISTRATION**

Joint administration may take place between one or several other skills development funds in the areas of the collective agreement, on the condition that HK/Privat is represented in the training committee.

Only representatives representing employees covered by collective agreements with "self-administrated" skills development funds can participate in the decision process for allocation of funds.

If joint administration occurs with other areas of the collective agreements, an employee-elected representative for the collective agreement area is entitled – via HK/Privat – to request organisation meetings, if the representative is of the opinion that there is an allocation of funds that does not favour the employees covered by the collective agreement.

If the matter is not resolved at the meeting, the collective agreement area can be withdrawn from joint administration following the organisation meeting with prospective effect so that the next payment will be made to the relevant skills development fund for the collective agreement area.

### **Agreement on training and cooperation activities**

With a view to strengthening continuing vocational education and cooperation in the area covered by the collective agreement, the parties have established a scheme with outreach training ambassadors/party consultants.

The training ambassadors/party consultants shall:

- Visit enterprises which fall under the collective agreement and provide inspiration for greater continuing vocational training activity.

- Contribute to skills assessment and advise on the planning of specific training opportunities.
- Inform, guide and inspire in order to promote cooperation between enterprises.

The training ambassadors/party consultants can also set up and complete regional information events, which, among other things, can provide information and inspiration about relevant further/advanced training opportunities within the coverage area of the IT workers' -collective agreement, including through any increased involvement of training contacts.

The training ambassadors/party consultants shall work together closely, and each organisation shall hire the necessary staff.

The agreement is valid for the duration of the collective agreement.

The board of the Training and Cooperation Fund for the office and warehouse sector will set the detailed rules for the scheme, including the training ambassadors'/party consultants' tasks and terms and conditions of employment.

The parties agree that the scheme will be financed by the Training and Cooperation Fund.

A budget shall be set for each of the three years that the activity will run. The budget shall be approved by the parties to the collective agreement.

## **Agency staff**

### **Agreement on information relating to the use of agency staff**

Where an industrial dispute case regarding temporary agency employees is initiated against a temporary staff agency that has not adopted a collective agreement (and is therefore covered by the Danish Temporary Agency Workers Act), the user enterprise to which the agency staff have been sent, shall, upon request from one of the parties to the collective agreement, provide information on the local agreements and customs with which the enterprise informed the temporary staff agency it must comply for the work functions carried out by the agency staff at the enterprise.

This provision does not change the fact that only temporary staff agencies which have adopted the collective agreement are responsible for ensuring that the collective agreement etc. is observed in relation to agency staff.

The user enterprise is not responsible for any breach of contract on the part of the temporary staff agency, only for ensuring compliance with the duty of disclosure.

The current agreement entered into force on 1 March 2014 and applies to cases raised after this date.